BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

Citrus County Courthouse
110 N. Apopka Avenue, Room 100
Inverness, FL 34450

AGENDA

May 26, 2026 - 1:00 PM

Diana Finegan, Chair, District 2
Janet Barek, 1st Vice Chair, District 3
Jeff Kinnard D.C. 2nd Vice Chair, District 1
Holly L. Davis, Commissioner, District 5
Rebecca Bays, Commissioner, District 4

Steve L. Howard, County Administrator
Denise A. Dymond Lyn, County Attorney
Traci Perry, Clerk of the Circuit Court and Comptroller

MISSION

To manage growth and foster prosperity by prioritizing the protection of environmental assets, the development and maintenance of infrastructure, and the health, safety, and well-being of its 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, If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service 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. PROCLAMATIONS & AWARDS

B.1. Proclamation -- Women's Veterans Day
Approve and authorize the Board to proclaim June 12, 2026, as Womens Veterans Day in Citrus County, Florida. **(Jo Monty, Veteran)**

B.2. Proclamation -- Men's Health Week
Approve and authorize the Board to proclaim the month of June, 2026, as Men's Health month in Citrus County, Florida. **(Men's Health Network)**

B.3. Recognition of Withlacoochee River Electric Cooperative
Recognition Withlacoochee River Electric Cooperative **(David Lambert/ Jamen Monbarren)**

B.4. Tampa Bay Regional Planning Council 32nd Annual Future of the Region Awards
The Tampa Bay Regional Planning Council 32nd Annual Future of the Regions Awards Innovation and Technology was presented to Citrus County for Interactive Growth Model. **(Steve L. Howard, County Administrator, Eric Landon, Growth Management Director)**

B.5. Innovation in Marketing Award from the Florida Economic Development Council FEDC
Citrus County, Economic Development received the 2026 Innovation in Marketing Award from the Florida Economic Development Council for its "A Natural Advantage" newly launched website. **(Steven Baham, Economic Development Director)**

C. CONSENT

Minutes

Administration

C.1. CoreCivic Contract Monitoring Update for April 2026
Concur with the recommended action of the non-performance assessment based on a tiered level of staffing pursuant to Amendment #2 of the contract with Corecivic for the month of April 2026 would be $11,500.00 **(Joseph Whittick, Contract Monitor)**

C.2. Modification of Intergovernmental Agreement #29
Approve and authorize the Chairman to execute the Modification of the Intergovernmental Agreement #29. **(Joseph Whittick, Contract Monitor)**

Attorneys Office

Clerk

C.3. County Warrants
Accept the attached check registers outlining the County warrants.

C.4. 2025 4th Quarter Investment Report & 2026 1st Quarter Investment Report
Acknowledge receipt of the 4th Quarter Investment Report from October 1, 2025 through December 31, 2025 and the 1st Quarter Investment Report from January 1, 2026 through March 31, 2026.

Community Services

C.5. State of Florida Department of Transportation SFY2025 Off-Cycle 5311 Funding
Adopt and authorize the Chairman, or 1st Vice Chairman, respectively, to execute a new Resolution authorizing the application, contract and any amendments and other necessary documents, after review by the County Attorney, for the application and acceptance of the State of Florida Department of Transportation SFY2025 Section 5311 funding of $452,988 and the required county match of $452,988 which will be covered with the FDOT State Block Grant funding and corresponding match. **(Eric Head, Community Services Director)**

Fire Services

C.6. Amendment to Purchase Order Agreement (PO121) between Lutheran Services Florida, Inc. d/b/a LSF Health Systems (a Florida non-profit corporation) and Citrus County, Florida for and on behalf of Citrus County Fire Rescue (CORE)
Approve and authorize the Chairman to execute Amendment 101 to the CORE Purchase Order Agreement (PO121) with Lutheran Services Florida, Inc. **(Craig Stevens, Fire Chief)**

C.7. Amendment to Purchase Order Agreement 2 (PO121) between Lutheran Services Florida, Inc. d/b/a LSF Health Systems (a Florida non-profit corporation) and Citrus County, Florida for and on behalf of Citrus County Fire Rescue (Non-Qualified County (NQC) Funds

Approve and authorize the Chairman to execute Amendment 101 to the NQC Purchase Order Agreement 2 (PO121) with Lutheran Services Florida, Inc.,. **(Craig Stevens, Fire Chief)**

Human Resources

C.8. Agreement with College of Central Florida - Co-Op and Internship Agreement

Approve and authorize the Chairman to execute the Co-Op and Internship Agreement with the College of Central Florida **(Jessica Flynn, Human Resources Director)**

Management and Budget

C.9. Budget Transfers

Approve the budget transfers for Various Departments, Management and Budget, Visitors & Convention Bureau, Inverness Airport, Crystal River Airport, Communication Services, Animal Services, Fire Rescue, Emergency Medical Services and Solid Waste Management (2) for fiscal year 2025-2026 **(Tammy Wilson, Management & Budget Director)**

C.10. Budget Resolutions

Adopt and authorize the Chairman to execute a resolution amending/adopting the Alzheimer's Disease Initiative (ADI) and the State Housing Initiatives Partnership (SHIP) grant budgets for fiscal year 2025-2026. **(Tammy Wilson, Management & Budget Director)**

Growth Management

Public Works

C.11. Asset Deletion - Claim F232AL0042-01

Approve the deletion of Asset #56666 from the Solid Waste Division due to the total loss on October 28, 2025. **(Carlton Hall, Public Works Director, Joshua Younce, Solid Waste Director)**

C.12. Acknowledgment 1 Addendum to T-Hangar Lease (O'Hanrahan & Dupont) & 1 Renewal (Serra)

Staff requests that the Board of County Commissioners acknowledge the attached and executed Addendum to Box Hangar Lease (O'Hanrahan & Dupont) & one (1) Renewal (Serra). **(Carlton Hall, Public Works Director)**

C.13. Security Deposit Increase for Monthly Charge Account Agreement – Bentley Waste Service LLC, DBA Hook Company

a. Approve and authorize the Chairman to execute a monthly Waste Disposal Account Agreement between Citrus County and Bentley Waste Service LLC, DBA Hook Company for disposal fees up to $42,000.00 at the Citrus County Central Landfill and accept Nationwide Mutual Insurance Company Bond No. 7901239479.
b. Approve the termination of the existing Waste Disposal Account Agreement with Bentley Waste Service LLC, DBA Hook Company, dated March 11, 2025. **(Carlton Hall, Public Works Director)**

C.14. Security Deposit Increase for Monthly Charge Account Agreement – Flash Trash LLC

a. Approve and authorize the Chairman to execute a monthly Waste Disposal Account Agreement between Citrus County and Flash Trash LLC for disposal fees up to $70,000.00 at the Citrus County Central Landfill and accept Platte River Insurance Company Bond No. PR2751895.
b. Approve the termination of the existing Waste Disposal Account Agreement with Flash Trash LLC, dated June 10, 2025. **(Carlton Hall, Public Works Director)**

C.15. Termination of Monthly Charge Account Agreement – Waterside Environmental Care

a. Approve termination of the Waste Disposal Account Agreement with Waterside Environmental Care dated August 6, 2024.
b. Authorize staff to process all necessary documentation and refund security deposit of $3,000.00 plus $302.40 accrued in interest. **(Carlton Hall, Public Works Director)**

Systems Management

C.16. Administrative Regulation AR:16.06-2 Password Policy

Approve and authorize the changes to the Administrative Regulation 16.06-1 Password Policy **(Louis Foltzer, Chief Information Officer, Amy Hannell, Telecommunications Administrator)**

This administrative regulation is exempt from public records pursuant to Florida Statute § 119.0725 — Agency cybersecurity information; public records exemption; public meetings' exemption.

Visitors and Convention Bureau

Water Resources

C.17. Amendment #5 to Agreement LP09019 Cambridge Greens Septic to Sewer Project

Approve and authorize the Chairman to execute Amendment No. 5 to Agreement LP09019 - Cambridge Greens Septic to Sewer Project, between the Florida

Department of Environmental Protection and Citrus County, Florida.**(Ken Cheek, P.E., Water Resources Director)**

C.18. Connection Charge Installment Lien Agreement - Deborah & Gary Grill

a. 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 for Deborah & Gary Grill.
b. Authorize the Clerk to record Connection Charge Installment Lien Agreement in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director/ Bernadine Flood-Nichols, Utility Business Services Director)**

C.19. Release and Satisfaction of Lien Water and Wastewater Utility Services - Vardi

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Eiman Vardi.
b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

C.20. Release and Satisfaction of Lien Water and Wastewater Utility Services - John B Arnold

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by John B Arnold.
b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

C.21. Release and Satisfaction of Lien Water and Wastewater Utility Services - Christen Brock

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Christen Brock.
b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

C.22. Release and Satisfaction of Lien Water and Wastewater Utility Services - David Freda

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by David Freda.
b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

C.23. Release and Satisfaction of Lien Water and Wastewater Utility Services - Zachary White

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Zachary White.
b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

C.24. Release and Satisfaction of Lien Water and Wastewater Utility Services - BT2R Investments LLC

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by BT2R Investments LLC.
b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

C.25. Release of Retainage PB 23-043 Cedar Lakes Estates Water Assessment Project

Approve and Authorize the Chairman to approve the Release of Retainage for the Cedar Lakes Estates Water Assessment Project PB# 23-043 to Miller Pipeline, Inc. **(Ken Cheek, P.E., Water Resources Director)**

Set Public Hearings Workshops

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

E.1.a. QTE 26-012 Mowing Services for Clerk's Annex and County Owned Cemeteries; Simply Amazing Property Maintenance LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Simply Amazing Property Maintenance LLC to provide services of mowing, edging, trimming, weeding, and clean-up of debris for County-Owned cemeteries and the Clerk of Court Annex property at the cost of $20,250.00 per 25 visits of all locations and the as-needed alternates of Minor Pruning at $100 and Hedging at $50 per each visit of each of the locations. **(Eric Head, Community Services Director)**

E.1.b. RFP 24-078 Amendment No. 3; Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs; G. A. Food Services of Pinellas County, LLC

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and G.A. Food Services of Pinellas County, LLC to add Section 25.0 Inspector General to the Agreement as requested by the Granting Agency. No additional cost is associated with this Amendment. **(Eric Head, Community Services Director)**

E.1.c. QTE 26-081 Mowing Services for Citrus County Libraries; Simply Amazing Property Maintenance LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Simply Amazing Property Maintenance LLC to provide services of mowing, edging, trimming, weeding, and clean-up of debris for the four (4) Citrus County Libraries at the total annual cost of $12,000.00 which includes 25 cuts for each location and the as-needed alternate pricing for Minor Pruning at $50 and Hedging at $50 per visit for each of the four (4) libraries. **(Eric Head, Community Services Director)**

E.1.d. ITB 26-069 Purchase of MX908, Mass Spectrometer, Chemical Identifier; 908 Devices Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and 908 Devices Inc., for the purchase of one (1) MX908, Mass Spectrometer, Chemical Identifier, at the cost of $83,709.47. **(Craig Stevens, Fire Chief)**

E.1.e. PB 26-128 Purchase of Fire and EMS Apparatus on Florida Sheriff's Association contract FSA25-VEF19.0; Ten-8 Fire & Safety, LLC

a. Approve and Authorize the Chairman to execute the Equipment Proposal between Citrus County, Florida and Ten-8 Fire & Safety, LLC for the purchase of a new fire engine to replace the aging frontline apparatus at a cost of $825,500.
b. Approve and Authorize the Chairman to execute the Equipment Proposal between Citrus County, Florida and Ten-8 Fire & Safety, LLC for the purchase of two (2) new ambulances to replace the aging frontline apparatus' at a cost of $724,802.
c. Approve related budget resolution **(Craig Stevens, Fire Chief)**

E.1.f. ITB 22-030 Amendment No. 5; Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup; Gamco Properties III, Inc.

Approve and Authorize the Chairman to execute Amendment No. 5 to the Agreement between Citrus County, Florida, and Gamco Properties III, Inc. to add four (4) additional trimmings to all locations to be serviced by the Contractor, and to amend the fee schedule to those rates set forth in Revised Exhibit B with an increase dollar amount of $4,620.00 annually. **(Carlton Hall, Public Works Director)**

E.1.g. ITB 23-050 Amendment No. 3; Asphalt Concrete Mix Type SP-9.5 and Type - 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 Amendment No. 3 to the Agreement between Citrus County, Florida and Central Materials Company, Inc. to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2027, and to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173. There is no cost increase associated with this Amendment. **(Carlton Hall, Public Works Director)**

E.1.h. SGS 26-121 Save Crystal River - Kings Bay Restoration Project FY27; Save Crystal River, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Save Crystal River, Inc., to continue to provide Mechanical Maintenance Services with an additional service to provide Planted Submerged Aquatic Vegetation. If approved, the $315,000 funding for this project will be included in the FY 26/27 budget. **(Carlton Hall, Public Works Director)**

E.1.i. RFP 24-096 Amendment No. 2; Professional Real Estate Broker Services; The Urban Group, Inc. and Redevelopment Management Associates, LLC

a. Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and Redevelopment Management Associates, LLC, extending the duration of the Agreement to July 8, 2027;
b. Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and The Urban Group, Inc., extending the duration of the Agreement to July 8, 2027. **(Carlton Hall, Public Works Director)**

E.1.j. ITB 23-058 Amendment No. 3; Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat; Superior Asphalt, Inc.

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Superior Asphalt, Inc. to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2027, and to modify the language in Section 20.4 Compliance with Laws and Section 20.17 Equal Employment Opportunity, in accordance with Executive Order 14173, no additional cost associated with this Amendment. **(Carlton Hall, Public Works Director)**

E.1.k. ITB 22-064 Amendment No. 4; Roadway Striping Thermoplastic/Traffic Paint and Related Work; McShea Contracting, LLC

Approve and Authorize the Chairman to execute Amendment No. 4 to the Agreement between Citrus County, Florida and Superior Asphalt, Inc., to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2027, and to modify the language in Section 19.4

Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173. **(Carlton Hall, Public Works Director)**

E.1.l. ITB 24-011 Amendment No. 3; (Re-Bid) Brentwood Wastewater Treatment Facility Upgrades Project; L7 Construction, Inc.

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and L7 Construction, Inc., to ratify the action of the Department in issuing the Amended Notice to Proceed to extend the time for substantial completion to June 1, 2026, and final completion to July 1, 2026; and to modify the language in Section 23.5 Compliance with Laws and Section 23.18 Equal Employment Opportunity, in accordance with Executive Order 14173. No additional cost associated with this Amendment. **(Ken Cheek, P.E., Water Resources Director)**

E.1.m. PB 24-223 Amendment No. 1; Omnia GA 23-6692-01 Technology Products, Solutions and Related Services; Carahsoft Technology Corp

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Carahsoft Technology Corp, to amend the Agreement to implement planning department and fire department plans review for Phase II, as set forth in the Statement of Work as shown in Exhibit 1, at an additional cost of $66,241.28 as shown in Exhibit 2, once the documents are received by staff and reviewed by County Attorney's office, and approve related budget transfer. **(Eric Landon, Growth Management Director)**

E.2. Extension of the Tax Roll

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

E.3. Key Training Community Contribution Tax Credit Program Resolution

Approve and authorize the Chairman to execute a resolution certifying that the projects are consistent with local plans and regulations. **(Melissa Walker, Key Training Center)**

E.4. Homosassa Phase V Septic to Sewer Federal Community Grant CG-05D56525-0

Acknowledge receipt and acceptance of the Agreement. **(Ken Cheek, P.E., Water Resources Director)**

E.5. Amended Water and Wastewater Agreement for Lecanto Preserve, LLC – Phase 1

a. Approve and authorize the Chairman to execute an Amendment to the Water and/or Wastewater Developer’s Agreement as shown in Exhibit “B”.
b. Authorize the Clerk to place an acceptance stamp on the agreement and record in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director)**

E.6. Proposed Cedar Lake Estates Watermain Extension Assessment Area - Permanent Reassignment of Development Rights DVR 2026-006 Watson

a. Approve and authorize the Chairman to execute the Permanent Reassignment of Development Rights Agreement for residential properties within the Proposed Cedar Lake Estates Watermain Extension Assessment Area for Vicki Lynn Watson, DVR 2026-006.

b. Authorize the Clerk to attest and record in Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director)**

E.7. Assignment of Developer's Utility Pre-paid Credits - Hampton Hills

a. Approve and authorize the Chairman to acknowledge receipt of this transfer of water connection fee credits from SAT Sr. Limited Partnership to Hampton Hills, LLC credit pool.

b. Approve and authorize the Clerk to place an acceptance stamp on the agreement and record in the Public Records of Citrus County, Florida. **(Ken Cheek, Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director).**

E.8. Corrective Perpetual Utility and Access Easement – City of Inverness

a. Approve and Authorize the Chairman to execute the Corrective Perpetual Utility and Access Easement between Citrus County, Florida, and City of Inverness. (The terms remain the same.)

b. Authorize the Clerk to record the Easement in the Public Records of Citrus County, Florida. **(Eric Head Community Services Director)**

E.9. The Citrus County Historical Society, Inc., Resolution and Lease Agreement

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

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

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of five (5) calendar years beginning June 1, 2026, and ending on May 31, 2031, and the monthly rent shall be one dollar ($1.00) per year. **(Eric Head, Community Services Director)**

E.10. Conflict Waiver Regarding SouthState Bank

Approve and authorize the Chairman to execute the conflict waiver regarding SouthState Bank, N.A. **(Denise A. Dymond Lyn, County Attorney)**

E.11. Authorization to Solicit Professional Appraisal Services for AK 1146577 – 5456 S. Cherokee Way, Homosassa

Approve and authorize the Chairman to direct staff to proceed with soliciting appraisal services, title search and closing services for the subject property. **(Carlton Hall, Public Works Director)**

E.12. Accept Offer to Purchase Surplus Property

a. Approve the declaration of AK 1798388 Lot 18, Block 309 less North 43 feet and South 16.92 feet Inverness Highlands West, Inverness surplus.
b. Approve the Purchase and Sale agreement with Moon Lake Investments Inc. and authorize Chairman to execute the same.
c. Authorize staff to execute all other documents related to the closing of the property, with the exception of recordable documents; approve and authorize payment of related closing costs associated with these property acquisitions.
d. Approve and Authorize Chairman to sign subsequent County Deed for the property after the County Attorney has reviewed it.
e. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.
f. Authorize staff to deliver deed once deed has been recorded in the Public Record. **(Carlton Hall, Public Works Director)**

E.13. Citrus County's Sales Tax Revenue Bonds, Series 2026

Approve and authorize the Chairman to execute the Sales Tax Revenue Bonds, Series 2026, the supplemental Resolution authorizing the issuance of the Sales Tax Revenue Bonds, Series 2026 in accordance with the parameters set forth therein; and authorize the Commissioners to execute the Certificate as to Public Meeting and no conflict of interest. **(Tammy Wilson, Management & Budget Director)**

F. OUTSTANDING COMMISSION ITEMS

F.1. Outstanding Commission Items

Veronica Kampschroer, MPA, PMP, Special Projects Manager. Outstanding Commission Items Update
www.citrusbocc.com/departments/commissioners/commissioner_projects.php

G. LEGISLATIVE UPDATES

G.1. Legislative Updates

Alexander Alt, Intergovernmental Affairs Liasion. Legislative Update

H. COUNTY ADMINISTRATOR - STEVE L. HOWARD

I. PRESENTATIONS/PUBLIC HEARINGS

I.1. Presentation: Citrus County Sheriff's Office, School Zone Speed Cameras.
Presentation Citrus County Sheriff's Office, David E. Vincent, Speed Zone Cam
(Citrus County Sheriff's Office, David E. Vincent)

I.2. 1:15PM Annual Financial Report
a. Acknowledge receipt of Citrus County's Annual Comprehensive Financial Report and condensed Popular Annual Financial Report for the fiscal year ended September 30, 2025.
b. Approved and authorize the Chair and Clerk as the Chief Financial Officer to authorize the Financial Analyst to submit their signatures electronically on the Annual Financial Report. **(Tracy Perry, Clerk of the Courts)**

I.3. 1:20PM Ozello Civic Assoc Bldg - Historic recognition
a. Conduct a public hearing on May 26, 2026 at 1:20 p.m. to consider local historic designation for Ozello Civic Association Building, lying at 14095 W. Ozello Trail, Crystal River, as recommended by the Historical Resources Advisory Board.
b. If approved, direct the Chair and Clerk to execute the Resolution confirming local historic structure designation. **(Eric Landon, Growth Management Director)**

I.4. 1:25PM Public Hearing on an Ordinance Establishing a Temporary Moratorium Pertaining to Data Centers
a. Conduct a Public Hearing on an Ordinance of Citrus County, Florida establishing a temporary moratorium for the construction, or expansion of, and the issuance of building permits, development orders or the rezoning of property for data center facilities within the unincorporated areas of Citrus County; providing for repeal of conflicting provisions; providing for severability; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.
b. If approved, authorize the Chairman to execute the ordinance establishing a temporary moratorium. **(Denise A. Dymond Lyn, County Attorney)**

J. ADVISORY BOARD NOMINATIONS & APPOINTMENTS

K. COMMISSIONER REBECCA BAYS - DISTRICT 4

L. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

M. 2ND VICE CHAIR JEFF KINNARD D.C. - DISTRICT 1

N. 1ST VICE CHAIR JANET BAREK- DISTRICT 3

O. CHAIR DIANA FINEGAN - DISTRICT 2

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. ADVISORY BOARD ANNOUNCEMENTS

S. UPCOMING MEETINGS

1. Regular Meeting, ***Thursday,*** **June 11, 2026,** at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting, ***Monday,*** **June 22, 2026,** at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting, **July 14, 2026,** at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Preliminary Budget Hearing **Wednesday, July 22, 2026**, Governing Body of the Special Library District **8:30am**, Fire Services Special District **8:45am,** Board of County Commissioners, **9:00am**, Citrus County Courthouse, 110 N. Apopka Avenue, Room 100, Inverness, Florida

2. Tentative Budget Hearing, **Thursday, September 10, 2026, at 5:00pm,** Citrus County Courthouse, 110 N. Apopka Avenue, Room 100, Inverness, Florida

3. Final Budget, **Monday, September 21, 2026, at 5:01pm,** Citrus County Courthouse, 110 N. Apopka Avenue, Room 100, Inverness, Florida.

U. PUBLIC HEARINGS

V. ADJOURN

AGENDA MEMORANDUM

FROM:	Steve Howard, County Administrator
SUBJECT:	Proclamation -- Women's Veterans Day
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
Proclaim June 12, 2026, as Womens Veterans Day in Citrus County, Florida

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
Approve and authorize the Board to proclaim June 12, 2026, as Womens Veterans Day in Citrus County, Florida. **(Jo Monty, Veteran)**

ATTACHMENTS:
1. 5-26-26 Proc Womens Veteran Day

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
WOMEN VETERANS RECOGNITION DAY

WHEREAS, June 12, 2026, marks the 78th anniversary of the signing into law by President Harry S. Truman, The Women Armed Services Integration Act ; and

WHEREAS, giving women permanent status as members of the United States Armed Forces; and

WHEREAS, pay respect for women's dutiful service; and

WHEREAS, to recognize the contributions, highlights and challenges of women in the United States Armed Forces ;and

WHEREAS, twenty five (25) states, Florida among them, currently have recognized June 12 as Women Veterans Day.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida proclaim June 12, 2026, as Women Veterans Day in Citrus County, Florida

EXECUTED this 26th day of May, 2026

_____
Chairman Diana Finegan

_____ _____
Janet Barek **Jeff Kinnard D. C.**

_____ _____
Holly L. Davis **Rebecca Bays**

AGENDA MEMORANDUM

FROM:	Steve Howard, County Administrator
SUBJECT:	Proclamation -- Men's Health Week
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
Proclamation on Men's Health Month

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
Approve and authorize the Board to proclaim the month of June, 2026, as Men's Health month in Citrus County, Florida. **(Men's Health Network)**

ATTACHMENTS:
1. 5-28-26 Proc Men's Health Month

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
MEN'S HEALTH MONTH

WHEREAS, Men's Health month is part of an ongoing international effort to educate men, boys, and their families about the importance of preventive health screenings, early detection, and healthy lifestyles ;and

WHEREAS, nationwide, men have a life expectancy that is approximately six years shorter than that of women and experience higher rates of chronic disease, including diabetes, obesity, cancer, heart disease, and premature mortality ;and

WHEREAS, Men's Health month provides an opportunity to recognize the mental and physical health needs of men and boys, while encouraging fathers and caregivers to serve a positive role models through preventive care, healthy living, and help-seeking behaviors ;and

WHEREAS, the growing epidemic of "Deaths of Despair" including deaths related to suicide, substance use disorders, alcohol misuse, and homelessness, underscores the urgent need to raise awareness of unrecognized and undiagnosed depression, mental stress, and emotional distress among boys and men ;and

WHEREAS, the centerpiece of Men's health Month is National Men's Health Week, a special awareness period passed by Congress and signed into law on May 31, 1994, and observed annually through the efforts of Men's health Network to build health empathy, recognition, and understanding of the unique health needs facing men and boys ;and

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida proclaim June 15 through 21, 2026 as Men's Health Week in Citrus County, Florida.

EXECUTED this 26th day of May, 2026

_____
Chairman Diana Finegan

_____ _____
Janet Barek **Jeff Kinnard D. C.**

_____ _____
Holly L. Davis **Rebecca Bays**

AGENDA MEMORANDUM

FROM:	Steve Howard, County Administrator
SUBJECT:	Recognition of Withlacoochee River Electric Cooperative
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

The Citrus County Board of County Commissioners extends its sincere gratitude to Withlacoochee Electric Cooperative for its extraordinary generosity in sponsoring the annual Employee Appreciation BBQ.Community partnerships such as this exemplify the very best of civic leadership, public service, and local collaboration. Your generous support not only made this event possible but also provided a meaningful opportunity to recognize and celebrate the dedication, professionalism, and hard work of the employees who serve the citizens of Citrus County each day.The generosity, community spirit, and commitment to service demonstrated by Withlacoochee Electric Cooperative are deeply appreciated and do not go unnoticed. Organizations such as yours play an important role in strengthening our community through partnership, leadership, and shared service values.We are truly grateful for your kindness, support, and continued commitment to the people of Citrus County.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Recognition Withlacoochee River Electric Cooperative **(David Lambert/ Jamen Monbarren)**

ATTACHMENTS:

1. WITHLACOOCHEE Electric Certificate of Recognition

CERTIFICATE OF RECOGNITION
THE BOARD OF COUNTY COMMISSIONERS OF
CITRUS COUNTY, FLORIDA
HEREBY AWARDS THIS CERTIFICATE OF RECOGNITION TO
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE

The Citrus County Board of County Commissioners extends its sincere gratitude to Withlacoochee River Electric Cooperative for its extraordinary generosity in sponsoring the annual Employee Appreciation BBQ.
Community partnerships such as this exemplify the very best of civic leadership, public service, and local collaboration. Your generous support not only made this event possible but also provided a meaningful opportunity to recognize and celebrate the dedication, professionalism, and hard work of the employees who serve the citizens of Citrus County each day.
The generosity, community spirit, and commitment to service demonstrated by Withlacoochee Electric Cooperative are deeply appreciated and do not go unnoticed. Organizations such as yours play an important role in strengthening our community through partnership, leadership, and shared service values.
We are truly grateful for your kindness, support, and continued commitment to the people of Citrus County.

The Board of County Commissioners of Citrus County in regular session this 26TH day of May 2026 does recognize the Withlacoochee River Electric Cooperative commitment to the people of Citrus County.

EXECUTED THIS 26TH DAY OF MAY 2026

_____
CHAIR DIANA FINEGAN

_____
JANET BAREK

_____
JEFF KINNARD D.C.

_____
HOLLY DAVIS

_____
REBECCA BAYS

AGENDA MEMORANDUM

FROM:	Steve Howard, County Administrator
SUBJECT:	Tampa Bay Regional Planning Council 32nd Annual Future of the Region Awards
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
For outstanding achievement in Innovation & Technology through the development of the Citrus County Interactive Growth Model.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
The Tampa Bay Regional Planning Council 32nd Annual Future of the Regions Awards Innovation and Technology was presented to Citrus County for Interactive Growth Model.
(Steve L. Howard, County Administrator, Eric Landon, Growth Management Director)

ATTACHMENTS:
None

AGENDA MEMORANDUM

FROM:	Steve Howard, County Administrator
SUBJECT:	Innovation in Marketing Award from the Florida Economic Development Council FEDC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
The Florida Economic Development Council, FEDC, has awarded Citrus County the Innovation in Marketing Award to Citrus County Economic Development, "A Natural Advantage" for the website.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
Citrus County, Economic Development received the 2026 Innovation in Marketing Award from the Florida Economic Development Council for its "A Natural Advantage" newly launched website. **(Steven Baham, Economic Development Director)**

ATTACHMENTS:
None

AGENDA MEMORANDUM

FROM:	Joseph Whittick, Contract Monitor
SUBJECT:	CoreCivic Contract Monitoring Update for April 2026
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

At the February 22, 2022, BOCC meeting, the Board requested a monthly update on the staffing levels at the Citrus County Detention Center managed by Corecivic. The average levels listed below indicate the percentage of fully staffed contractually required posts for the indicated monitoring period.

Listed below are the average staffing levels from April 2025 to current:

-April 2025 staffing was at 91.81%
-May 2025 staffing was at 93.71%
-June 2025 staffing was at 83.42%
-July 2025 staffing was at 89.89%
-August 2025 staffing was at 92.33%
-September 2025 staffing was at 90.64%
-October 2025 staffing was at 91.56%
-November 2025 staffing was at 95.02%
-December 2025 staffing was at 96.85%
-January 2026 staffing was at 94.44%
-February 2026 staffing was at 93.54%
-March 2026 staffing was at 95.30%
-April 2026 staffing was at 94.25%

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

None

RECOMMENDED ACTION:

Concur with the recommended action of the non-performance assessment based on a tiered level of staffing pursuant to Amendment #2 of the contract with Corecivic for the month of April 2026 would be $11,500.00 **(Joseph Whittick, Contract Monitor)**

ATTACHMENTS:

1. Warden Notification of Partial Performance April 2026 signed

Office of the County Administrator

Steve L. Howard, MPA, ICMA-CM, CPM

April 28, 2026

Jason Hoskins, Warden
Citrus County Detention Facility
2604 W. Woodland Ridge Dr.
Lecanto, FL 34461

RE: Notification of Partial Performance for April 2026

Dear Warden Hoskins:

I hope this letter finds you well. I am writing to you today concerning the April Staffing Report. This report shows a net decrease in the staffing levels of the critical fixed posts that are required to be continually staffed. The County and CoreCivic have completed an amendment to the current contract to address the required fixed-post vacancies. The non-performance assessment is based on a tiered level of staffing, as stipulated in Amendment 2 of the contract for April is $11,500.00 At this time, the County is not waiving this fee. The assessment will be applied against CoreCivic's April 2026 invoice.

We understand that you are continuing to work on increasing your staffing levels and keeping the required posts filled as contractually required. The County considers these positions to be critical in operating the detention facility. We ask that you make sure that you are reporting all required positions and present the County with the most accurate information.

Thank you and the CoreCivic team for your continued commitment to reaching a timely and successful resolution.

Sincerely,

Steve L. Howard, MPA, ICMA-CM, CPM
County Administrator

cc: Carlos Melendez, Core Civic
Natasha K. Metcalf, Core Civic
Denise Lyn, County Attorney
Mariselle Rodriguez, Assistant County Administrator
Beth Antrim, Assistant County Attorney
Tammy Wilson, Management & Budget Director

AGENDA MEMORANDUM

FROM:	Joseph Whittick/Contract Monitor
SUBJECT:	Modification of Intergovernmental Agreement #29
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A modification to add the Eastern District of Pennsylvania (E/PA) as a participating District to the current Intergovernmental Agreement (IGA) 18-00-0032 modification #28 which was approved at the February 28, 2026, Citrus BOCC meeting.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Modification of the Intergovernmental Agreement #29. **(Joseph Whittick, Contract Monitor)**

ATTACHMENTS:

1. 18-00-0032 Mod.29 Citrus Detention Add District

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No.	2. Effective Date	3. Facility Code(s)	4. Modification No.	5. DUNS No.
18-00-0032	**April 30, 2026**	**4XM**	**29**	**072548563**

6. Issuing Federal Agency	7. Local Government
United States Marshals Service **Prisoner Operations Division** **Intergovernmental Agreements Branch** **CG-3, Suite 300** **Washington, DC 20530-0001**	**Citrus County Detention Facility** **2604 W. Woodland Ridge Drive** **Lecanto, FL 34461**

8. Appropriation Data	9. Per-Diem Rate	10. Guard/Transportation Hourly Rate
15X1020	**$115.95**	**$25.66** Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to:

1. Add E/PA as a participating District to the current IGA referred to in Block 1. The billing address:

US Marshals Service
Eastern District of Pennsylvania
James A. Byrne Courthouse
601 Market Street, Suite 2110
Philadelphia, Pa 19106

ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME UNDER THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. ☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
_____ SIGNATURE	_____ SIGNATURE
_____ _____ TITLE DATE	Chief, Procurement _____ TITLE DATE

AGENDA MEMORANDUM

FROM:	Julie Pitts, Clerk Accountant
SUBJECT:	County Warrants
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
Per Florida Statute 136.06 warrants or check registers shall be recorded in the minutes of the Board, therefore, attached are the County warrants paid during April of 2026.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
Accept the attached check registers outlining the County warrants.

ATTACHMENTS:
1. County Warrants April 2026

Check Date	Vendor Name	Amount
04/02/2026	ALTRUSA INTERNATIONAL FOUNDATION OF	111.50
04/02/2026	ANNE KENNEDY	16.02
04/02/2026	CHESAPEAKE UTILITIES CORP & SUBS	47.65
04/02/2026	CHESAPEAKE UTILITIES CORP & SUBS	989.67
04/02/2026	CITRUS COUNTY CHAMBER OF COMMERCE	500.00
04/02/2026	COASTAL CONSERVATION ASSOCIATION	530.00
04/02/2026	CORA LOWERY	80.00
04/02/2026	CORLISS JENSEN	8.90
04/02/2026	CRYSTAL R HERMAN	28.48
04/02/2026	CSWR-FLORIDA UOC LLC	1,190.82
04/02/2026	CYNTHIA JONES	25.40
04/02/2026	DAVID BLIGHT	63.19
04/02/2026	DEANNA SMITH	18.69
04/02/2026	DOUGLAS L HOGARTH	14.24
04/02/2026	DS SERVICES OF AMERICA INC	147.90
04/02/2026	FLORAL CITY WATER ASSOCIATION INC	447.04
04/02/2026	FLORIDA ATTRACTIONS ASSOCIATION INC	850.00
04/02/2026	FLORIDA COMBINED LIFE INS COMPANY	3.50
04/02/2026	GAIL GORIN	39.16
04/02/2026	GEORGIANNA GAULT	21.48
04/02/2026	GENUINE PARTS COMPANY, NAPA	134,763.78
04/02/2026	GRZEGORZ MAZIARZ	13.80
04/02/2026	JANET BORTON	9.79
04/02/2026	JEFFERY COENEN	16.02
04/02/2026	KINLEY SMITH	20.00
04/02/2026	LANGUAGE LINE SERVICES	27.68
04/02/2026	LAWRENCE W TAYLOR	106.80
04/02/2026	RELX INC	298.18
04/02/2026	MARTIN P JOHNSON	16.02
04/02/2026	MILTON KONG-QUEE	2,897.13
04/02/2026	MONTGOMERY PLUMBING INC	50.00
04/02/2026	NORMA MOJICA	136.30
04/02/2026	OZELLO WATER ASSOC INC	58.50
04/02/2026	PASCO COUNTY BOCC	157,292.40
04/02/2026	PATRICIA WAUGH	39.16
04/02/2026	PETER CONDIT	8.46
04/02/2026	PHYLLIS PELLEGROM	9.79

Check Date	Vendor Name	Amount
04/02/2026	PROGRESS ENERGY INC	73,737.51
04/02/2026	ROBERT & DONNA SAMSON	14.24
04/02/2026	ROBIN QUINN	28.48
04/02/2026	SCHARFELD CARE SOLUTIONS INC	3,921.50
04/02/2026	SCOTT M GREEN	33.38
04/02/2026	STATE ATTORNEY'S OFFICE	120.83
04/02/2026	WA BUTLER COMPANY DBA	301.95
04/02/2026	WASTE MANAGEMENT INC OF FLORIDA	174.96
04/02/2026	WASTE PRO USA INC	819.60
04/02/2026	ORIE & SUSAN WEEKS	37.74
04/02/2026	WILLIAM ALM	8.90
04/02/2026	WITHLACOOCHEE RIVER ELECTRIC COOP	28,927.76
04/02/2026	BRADLEY EDGEWORTH	3,650.00
04/02/2026	ELISABETH ADOLFSSON	2,817.50
04/02/2026	EMIL LORENZO	3,525.00
04/02/2026	FRANK A LUZ	3,044.00
04/02/2026	JOE'S RELIABLE SEPTIC SERVICE LLC	14,000.00
04/02/2026	JOHN CLARK	2,600.00
04/02/2026	JOHN F ROBY	4,000.00
04/02/2026	JOHN STRICKLAND	7,000.00
04/02/2026	KING SEPTIC INC	14,000.00
04/02/2026	MARIAN A WHITE	4,000.00
04/02/2026	MICHAEL G EDWARDS	2,200.00
04/02/2026	MR. SEPTIC, LLC	14,000.00
04/02/2026	PATRICK S FITZPATRICK	4,000.00
04/02/2026	ROBERT SCOTT DAVIS	4,000.00
04/02/2026	ROSAS PEREZ PHILLIPS	2,862.50
04/02/2026	RUSSELL LEE BUSH JR	3,200.00
04/02/2026	TERRY REAVIS	2,704.98
04/02/2026	WILLIE LEE DIXON	2,744.00
04/02/2026	FLORIDA DEPT OF LAW ENFORCEMENT	264.00
04/02/2026	ANESTHESIA MEDICINE SERVICES OF FL	181.98
04/02/2026	CENTURYLINK COMMUNICATIONS LLC	734.29
04/02/2026	HUMANA	1,477.71
04/02/2026	MARION COUNTY BOCC	13,203.69
04/02/2026	PHYSICIANS OF MID FLORIDA LLC	154.83
04/02/2026	SHERIDAN HEALTHCORP INC	197.81

Check Date	Vendor Name	Amount
04/02/2026	VERIZON WIRELESS MESSAGING SERVICES	36.07
04/02/2026	VERIZON WIRELESS MESSAGING SERVICES	262.39
04/02/2026	VERIZON WIRELESS MESSAGING SERVICES	36.07
04/02/2026	ALEXANDRA REGAN	50.00
04/02/2026	ASTRID SHEPPARD	25.00
04/02/2026	CARMEN BRYAN	25.00
04/02/2026	ERIKA DIGIROLAMO	50.00
04/02/2026	JEN BOWEN	50.00
04/02/2026	JONATHAN BETHEA	50.00
04/02/2026	NAYELI-ANN BLAUER	25.00
04/02/2026	REED CURTIS	25.00
04/02/2026	SAWYER BENDER	25.00
04/02/2026	UNITED STATES POSTAL SERVICE	1,080.00
04/02/2026	KELLY ZOUCHA	50.00
04/02/2026	CALIFORNIA STATE DISBURSEMENT UNIT	92.30
04/02/2026	US DEPARTMENT OF TREASURY	413.85
04/08/2026	PROGRESS ENERGY INC	11,136.24
04/16/2026	A&J GARDNER'S CONCRETE LLC	50.00
04/16/2026	ADAMS HOMES OF NORTHWEST FL	7,949.00
04/16/2026	ALAN FORINO	104.13
04/16/2026	ALEJANDRO ARCELAY	50.00
04/16/2026	ALLEN, NORTON & BLUE PA	729.00
04/16/2026	ALTRUSA INTERNATIONAL FOUNDATION OF	100.00
04/16/2026	ANNE KENNEDY	7.12
04/16/2026	BOEHRINGER INGELHEIM ANIMAL HEALTH	2,331.18
04/16/2026	BONITA-ANN DEMIANCZYK	256.32
04/16/2026	BRUCE TODD	13.35
04/16/2026	JAMES BRUNO	60.52
04/16/2026	CHARLES CHRISTOFFERS	80.10
04/16/2026	CHESAPEAKE UTILITIES CORP & SUBS	164.13
04/16/2026	CITRUS WELLNESS SEEKERS	100.00
04/16/2026	CORLISS JENSEN	8.01
04/16/2026	COUNTRYSIDE ANIMAL CLINIC INC	469.22
04/16/2026	DAVID BLIGHT	32.04
04/16/2026	DEANNA SMITH	29.82
04/16/2026	DEBORAH KLING	50.73
04/16/2026	DELIGHT M COSTELLO	200.00

Check Date	Vendor Name	Amount
04/16/2026	DOUGLAS L HOGARTH	10.68
04/16/2026	DS SERVICES OF AMERICA INC	45.96
04/16/2026	EDNA BACHMAN	20.00
04/16/2026	FLORIDA COMBINED LIFE INS COMPANY	3,643.50
04/16/2026	GENUINE PARTS COMPANY, NAPA	138,164.79
04/16/2026	GORDON B LINK INDUSTRIES INC	349.19
04/16/2026	GREG NIXON	77.88
04/16/2026	GRZEGORZ MAZIARZ	8.90
04/16/2026	HOMOSASSA SPECIAL WATER DISTRICT	922.44
04/16/2026	JAMES CODLING	58.74
04/16/2026	JAMES SUDLOW	100.00
04/16/2026	JAN DEDISCHEW	22.70
04/16/2026	JANE COLE	14.24
04/16/2026	JANET BORTON	6.23
04/16/2026	JEFFERY COENEN	16.02
04/16/2026	JEFFREY CARLSON	18.69
04/16/2026	KRISTEN MIDDLEMISS	2,637.50
04/16/2026	LANCE RHINESMITH	744.04
04/16/2026	LEANNA LEYVA	21.63
04/16/2026	LINDA & BILL FICK	32.04
04/16/2026	MARTIN P JOHNSON	63.64
04/16/2026	MEADOWCREST COMMUNITY ASSOC	3,327.87
04/16/2026	LINDA NIBLETT	93.90
04/16/2026	NORTH CENTRAL FL HEALTH PLANNING	317.72
04/16/2026	OZELLO WATER ASSOC INC	175.50
04/16/2026	PAMELA BOBKIN	75.21
04/16/2026	PATRICIA SWARTOUT	74.76
04/16/2026	PATRICIA WAUGH	83.22
04/16/2026	PETER CONDIT	10.68
04/16/2026	VICTORIA PIETRAS	112.14
04/16/2026	PRESTIGE COURT REPORTING INC	276.00
04/16/2026	PROGRESS ENERGY INC	76,851.29
04/16/2026	RENEE HOBBS	124.97
04/16/2026	SCHARFELD CARE SOLUTIONS INC	3,828.50
04/16/2026	SCOTT M GREEN	23.14
04/16/2026	SHIRLEY BURKHARDT	25.81
04/16/2026	THOMAS A HARDESTY	10.68

Check Date	Vendor Name	Amount
04/16/2026	WA BUTLER COMPANY DBA	1,268.77
04/16/2026	WASTE PRO OF FLORIDA INC	17,740.06
04/16/2026	WASTE PRO USA INC	4,656.40
04/16/2026	WITHLACOOCHEE RIVER ELECTRIC COOP	39,555.03
04/16/2026	LAWRENCE NORBERT BLACHARSKI JR & VE	127.68
04/16/2026	2022 LECANTO LECANTO LLC	617.79
04/16/2026	4U CUSTOM HOMES CORP	146.19
04/16/2026	9434 N MANASHEE DRIVE LLC	64.19
04/16/2026	A L MILTON CONSTRUCTION INC	477.12
04/16/2026	HATTIE ABATE	95.00
04/16/2026	ACTIVE AGENT REALTY LLC	449.12
04/16/2026	ADAMS HOMES OF NW FL INC	511.72
04/16/2026	ADAMS HOMES OF NW FL INC	369.74
04/16/2026	ADAMS HOMES OF NW FL INC	63.14
04/16/2026	ADVANCE AMERICA	80.34
04/16/2026	ALDANA CONTRACTING	161.22
04/16/2026	ALDANA CONTRACTING LLC	159.02
04/16/2026	ALDANA CONTRACTING LLC	63.85
04/16/2026	ALDANA CONTRACTING LLC	60.05
04/16/2026	SYED M ALI	115.39
04/16/2026	JOSEPH AMENDOLA	159.27
04/16/2026	THOMAS & JUDY LOUISE ANDRZEJCZAK	170.00
04/16/2026	YANIEL MOCTEZUMA CUADRADO & ARALYNA	376.52
04/16/2026	YVETTE ACEVEDO & ARTHUR LEAHY	149.18
04/16/2026	ASTRO STAR LLC	73.41
04/16/2026	AVANTY INVESTMENTS GROUP LLC	74.54
04/16/2026	AWARD CONSTRUCTION LLC	166.67
04/16/2026	AWARD CONSTRUCTION LLC	154.63
04/16/2026	B&R FISHERIES INC	64.68
04/16/2026	ROBERT BADIUK	220.00
04/16/2026	MICHAEL & JENNIFER BARGIEL	261.60
04/16/2026	JORDYN BARRETT	135.63
04/16/2026	SALLY S BARROW	84.01
04/16/2026	BBG DEVELOPMENTS LLC	81.18
04/16/2026	HAZEL A BENJAMIN	92.12
04/16/2026	BLACKHORSE REAL ESTATE	142.85
04/16/2026	BOUQUET HOMES LLC	198.35

Check Date	Vendor Name	Amount
04/16/2026	JOHN & JANICE BOURNE	50.14
04/16/2026	PIA BOWLES	36.27
04/16/2026	DANIEL BREESE	47.21
04/16/2026	BREPS FLORIDA IMOVEIS LLC	60.51
04/16/2026	ANNA BREWSTER	460.87
04/16/2026	ROSE MARIE BROOKHOUSER	64.19
04/16/2026	VIRGINIA BROWN	159.27
04/16/2026	BRUCE KAUFMAN	154.24
04/16/2026	JAMES BRYSON	447.62
04/16/2026	RANDY BUCKEL	67.26
04/16/2026	CAH WCFL LAND HOLDINGS LLC	61.55
04/16/2026	LAURA CAREY	146.83
04/16/2026	LAWRENCE B CAVENDER	110.57
04/16/2026	KARL CHILDS	63.31
04/16/2026	CITRAVEST MANAGEMENT	157.26
04/16/2026	CITRAVEST MANAGEMENT	162.97
04/16/2026	CITRAVEST MANAGEMENT LLC	162.53
04/16/2026	CITRUS HILLS CONSTRUCTION	97.14
04/16/2026	CITRUS HILLS CONSTRUCTION LLC	364.64
04/16/2026	CITRUSCRAFT HOMES LLC	209.94
04/16/2026	CKF CONSTRUCTION SERVICES LLC	64.19
04/16/2026	RONALD N & BRENDA CLARK	118.17
04/16/2026	RICK COLLIER	297.34
04/16/2026	LINDSAY COLON	83.88
04/16/2026	INC CONEXUS COMPONENTS	36.72
04/16/2026	MICHEAL CROSS	262.43
04/16/2026	CS PHASE III LLC	68.58
04/16/2026	CS PHASE III LLC	73.41
04/16/2026	D R HORTON INC	127.66
04/16/2026	MARK KEVIN DAKE	153.75
04/16/2026	DALA DEVELOPMENTS LLC	163.41
04/16/2026	DALA DEVELOPMENTS LLC	162.97
04/16/2026	DALA DEVELOPMENTS LLC	162.97
04/16/2026	DALA DEVELOPMENTS LLC	155.94
04/16/2026	PATRICK DALY	253.73
04/16/2026	VICTORIA DANIELSON	403.58
04/16/2026	PATTI & KEN DAVIDSON	84.25

Check Date	Vendor Name	Amount
04/16/2026	WILLIAM DECKER	187.53
04/16/2026	FLORENCE WELSCH & JEFFERY D DENNEN	51.47
04/16/2026	KETUL DESAI	576.81
04/16/2026	PHILIP F & DOROTHY DIVIRGILIO	106.51
04/16/2026	DNE DEVELOPMENT	144.61
04/16/2026	DNE DEVELOPMENT LLC	152.73
04/16/2026	DNE DEVELOPMENT LLC	147.65
04/16/2026	DNE DEVELOPMENT LLC	139.20
04/16/2026	DNE DEVELOPMENT LLC	130.06
04/16/2026	DNE DEVELOPMENT LLC	126.52
04/16/2026	DNE DEVELOPMENT LLC	59.34
04/16/2026	BRIAN DUFFY	187.53
04/16/2026	DENNIS W EARL	134.20
04/16/2026	ELECTRIC SUNSHINE AND COMPANY LLC	216.51
04/16/2026	ELITE STONE 8 TITLE	67.26
04/16/2026	ENDLESS REAL ESTATE GROUP LLC	51.42
04/16/2026	ESTANDA INVESTMENTS INC	90.84
04/16/2026	ROBERT FABIANES	60.04
04/16/2026	MARY CAROLYN FARLEY	57.90
04/16/2026	FCG REALTY	1,228.78
04/16/2026	SCOTT FENNIMORE	80.00
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	161.65
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	161.65
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	161.65
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	161.22
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	160.78
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	160.78
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	158.58
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	158.58
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	158.58
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	150.34
04/16/2026	FOCCO CONSTRUCTION & DESIGN CORP	50.99
04/16/2026	MARTHA FOSTER	73.60
04/16/2026	MICHELE R & ROBERT F FOWLER	257.92
04/16/2026	FUTUREGEN HOMES LLC	65.07
04/16/2026	G BUZBEE INC	152.68
04/16/2026	SCOTT & LINDA GALLAGHER	471.28

Check Date	Vendor Name	Amount
04/16/2026	MATT GARDI	72.09
04/16/2026	ELISA GAUDIOSI	184.83
04/16/2026	JAMES GEORGOPOLIS	213.23
04/16/2026	CHERYL GIBBAR	154.24
04/16/2026	GIBBS & REGISTER INC	1,152.69
04/16/2026	ARLENE GLEASON	134.02
04/16/2026	GOLD DUST HOLDINGS LLC	62.87
04/16/2026	MARGARET GOLDSTEIN	141.54
04/16/2026	TRAVIESO GONZALEZ	81.36
04/16/2026	SHERRY GREENWOOD	72.78
04/16/2026	JENNIFER GREGG	49.46
04/16/2026	JOANNE ELIZABETH GROSSO	63.56
04/16/2026	JAMES B GUTTRIDGE	22.80
04/16/2026	CHERYL & THOMAS GUYER	64.14
04/16/2026	KEVIN & MARGARET HARJES	126.29
04/16/2026	BEVERLEY HARRISON	57.00
04/16/2026	HARTLAND HOMES	126.40
04/16/2026	HARTVAN LLC	176.70
04/16/2026	JAMES HAWN	127.97
04/16/2026	HEALING HAIRPY	534.30
04/16/2026	JAMES RYAN HESS	60.79
04/16/2026	MARIA A HOCHBERG	57.65
04/16/2026	HOLIDAY BUILDERS	148.39
04/16/2026	HOLIDAY BUILDERS INC	138.73
04/16/2026	HOME DEVELOPMENT SOLUTIONS LLC	66.64
04/16/2026	HOMES BY ANNDAVID INC	393.17
04/16/2026	HOMETOWN BUILDERS & CONSTRUCTION	75.17
04/16/2026	JANE HUDSON	71.71
04/16/2026	INFINITE TRADING LLC	199.71
04/16/2026	AMERICA LLC INTERNATIONAL CONTRACTO	70.34
04/16/2026	DAVID IVORY	497.83
04/16/2026	SUSAN JACKSON	118.72
04/16/2026	JULIANNE JACOBS	72.97
04/16/2026	CAROL & ROBERT JESKE	32.43
04/16/2026	KRISTY JOCELYN	152.98
04/16/2026	AT CITRUS SPRINGS LLC K HOVNANIAN A	49.74
04/16/2026	SANIEL KAHRS	51.40

Check Date	Vendor Name	Amount
04/16/2026	KATHLENE KEENE	154.24
04/16/2026	JUSTIN & KIMBERLY KESTNER	138.08
04/16/2026	PAMELA & RICHARD KING	68.00
04/16/2026	RICHARD & MARY KLUG	94.34
04/16/2026	ROBIN KOPER	158.14
04/16/2026	STANLEY & KATHY KORZENIOWSKI	192.95
04/16/2026	WILLIAM & BARBARA KROWL	13.57
04/16/2026	KRZ HOLDINGS LLC	34.35
04/16/2026	LAKESHORE LIRA INVESTMENTS CORP	481.59
04/16/2026	LAKESHORE LIRA INVESTMENTS CORP	162.09
04/16/2026	LAKESHORE LIRA INVESTMENTS CORP	154.63
04/16/2026	LAKESHORE LIRA INVESTMENTS CORP	152.87
04/16/2026	LAKESHORE LIRA INVESTMENTS CORP	134.44
04/16/2026	ROBERT LANGLEY	190.99
04/16/2026	MARC & SANDY LAWRENCE	220.00
04/16/2026	WILLIAM LEGG	504.59
04/16/2026	KAREN CARNIVAL-WASILEWSKI LEO WASIL	358.95
04/16/2026	NELSON LEVENS	162.77
04/16/2026	ALIXANDRA I LEWIS	202.41
04/16/2026	ELIZABETH LINDBERG	163.17
04/16/2026	REBECCA LIZOTTE	340.00
04/16/2026	RAYMOND V ST CLAIR JR & LOUISE S	150.79
04/16/2026	CHARLOTTE M LOVELESS	138.81
04/16/2026	MUKUL AND SAMIRAH LUTHRA	60.26
04/16/2026	M&A CONSTRUCTION	68.39
04/16/2026	ISRAEL MALINOWITZER	8.14
04/16/2026	MARONDA HOMES LLC OF FL	1,309.35
04/16/2026	SUSAN M MARR	65.61
04/16/2026	MARTINS DEVELOPMENT	162.97
04/16/2026	MARTINS DEVELOPMENT LLC	155.07
04/16/2026	SUSAN MASTRANGELO	190.24
04/16/2026	LINDRA MCDANIEL	68.14
04/16/2026	KIMBERLY MCGINNIS	220.00
04/16/2026	DONALD & GINGER MCKAY	33.55
04/16/2026	RUTH A MCKINSEY	63.17
04/16/2026	DAVID MEEKS	122.06
04/16/2026	MENDES & FREITAS LLC	64.19

Check Date	Vendor Name	Amount
04/16/2026	IRLANDA MENDEZ	444.23
04/16/2026	MG7 INVESTMENTS LLC	74.29
04/16/2026	TONYA MILES-TRICOMI	18.14
04/16/2026	WILLIAM G & MARIA L MIRANDA	67.51
04/16/2026	RABECCA MCERLEAN & MITCHELL WILSON	13.24
04/16/2026	MM LAND TRUST 1	168.17
04/16/2026	MODERN HOME BUILDERS LLC	133.45
04/16/2026	MSG REAL INVESTMENTS LLC	92.01
04/16/2026	AUSTIN NABER	30.10
04/16/2026	JOEL NEELY	180.64
04/16/2026	ELLIOTT C NELMS	22.87
04/16/2026	WILLIAM NEW	30.53
04/16/2026	DANIEL W JOHNS & NICOLE AHRENS	197.00
04/16/2026	NICK & AMY NIEHAUS	75.17
04/16/2026	LOUIS NUZZO	156.63
04/16/2026	EDWIN & JANICE OLIVER	78.61
04/16/2026	OPENDOOR LABS INC	54.05
04/16/2026	JOSEPH & DEBORAH M PERRAULT	148.67
04/16/2026	LINDA PETERS	31.45
04/16/2026	JAMES PETERSEN	92.14
04/16/2026	MANDY PIMENTAL	149.66
04/16/2026	PIZZA PI LLC	193.36
04/16/2026	GORDON G POLLARI	49.42
04/16/2026	NADIA REYES & PRUDENCIO LOZANO	143.75
04/16/2026	ALICIA QUIGLEY	104.57
04/16/2026	R E CRAWFORD CONSTRUCTION LLC	1,197.51
04/16/2026	CHRISTOPHER RABE	112.20
04/16/2026	RAFAEL ANTONIO EMANUELLI DIAZ	125.26
04/16/2026	TRISA RAMEY	97.62
04/16/2026	JOHN & ILENE RAMOS	61.63
04/16/2026	DAVID & BARBARA REBONE	71.65
04/16/2026	ROBERT & MARGARET REEVES	123.58
04/16/2026	DBA RESQ HOMES RESQ HOME VENTURES L	172.65
04/16/2026	DAVID RIVA	66.13
04/16/2026	ANNA RIVERA	50.84
04/16/2026	RIVERS FAMILY INVESTMENTS LLC	166.40
04/16/2026	RAFAEL ROBAYNA	70.37

Check Date	Vendor Name	Amount
04/16/2026	SANDRA MORLAN & ROBERT TOMASELLI	167.33
04/16/2026	MICHAEL ROSENBAUM	76.49
04/16/2026	GARY ROSSELLE	155.16
04/16/2026	RUSSELL & VICKI RUDE	109.63
04/16/2026	LISA ANNE RUNKO	122.94
04/16/2026	RWE DESIGN BUILD	1,190.04
04/16/2026	S&T SERVICES OF FLORIDA LLC	67.26
04/16/2026	SANDERSON BAY FINE HOMES	80.17
04/16/2026	TAMMY & JAMES SAWYER	9.58
04/16/2026	JENNIFER SEAY	93.86
04/16/2026	KEN SEEGOBIN	123.60
04/16/2026	SHAMROCK CONSTRUCTION	102.58
04/16/2026	FRANK SHARER	202.41
04/16/2026	SIMPKINS HOME BUILDERS	113.85
04/16/2026	DARLENE SIMPSON	66.38
04/16/2026	VENUS SIPPEL	106.40
04/16/2026	BRIELEE SLOAN	161.46
04/16/2026	STEVEN STECKER	42.97
04/16/2026	JAMES STEFANSKI	133.06
04/16/2026	SUNCOAST PROPERTY MANAGEMENT LLC	154.24
04/16/2026	SUPERIOR BANK	28.52
04/16/2026	DMITRY & SVETLANA SURINT	156.19
04/16/2026	TCDA LLC	38.85
04/16/2026	TECNOEDIL LLC	62.68
04/16/2026	PEGGY SUE TENNEY	119.95
04/16/2026	THE CLARK LIVING TRUST	407.58
04/16/2026	THE POINT GROUP LLC	194.51
04/16/2026	THE PROPERTY MANAGER GUYS LLC	150.07
04/16/2026	JASON THEOBALD	155.85
04/16/2026	TOWNSLEY CONSTRUCTION	71.46
04/16/2026	TRANG TRAN	192.95
04/16/2026	ROSHIKA TURNER	137.44
04/16/2026	UNDERWOOD RESIDENTIAL GC LLC	740.87
04/16/2026	JEFFREY VACCARIELLO	107.75
04/16/2026	RHINA VARGAS	70.78
04/16/2026	NICOLAS VILLAR	59.68
04/16/2026	DIANE WARGO	104.49

Check Date	Vendor Name	Amount
04/16/2026	AMBER HENNING & ZACH WATSON	112.77
04/16/2026	MARY WEBER	452.76
04/16/2026	BLAIR WHITELAW	164.95
04/16/2026	BARBARA J BUCK & WILLIAM CASSELMAN	147.00
04/16/2026	WJH FL LLC	192.32
04/16/2026	WJHFL LLC	68.98
04/16/2026	DALE & ELLA WOLGAST	108.12
04/16/2026	EDWARD WOLINSKI	440.17
04/16/2026	WOODVIEW CENTRE LLC	963.00
04/16/2026	WOODVIEW CENTRE LLC	963.00
04/16/2026	MARY YOUNG	81.50
04/16/2026	ZERLOTINI BROTHERS	159.95
04/16/2026	ZERLOTINI BROTHERS LLC	158.39
04/16/2026	AFNI INC	284.58
04/16/2026	CHARTER COMMUNICATIONS HOLDINGS LLC	1,205.00
04/16/2026	CITRUS CARDIOLOGY CONSULTANTS PA	397.45
04/16/2026	FLORIDA DEPT OF FINANCIAL SERVICES	2,837.50
04/16/2026	LEVEL 3 FINANCING INC	802.18
04/16/2026	MANOJ SHUKLA M.D. PA	698.25
04/16/2026	MORI, BEAN AND BROOKS INC	207.48
04/16/2026	PHYSICIANS OF MID FLORIDA LLC	589.94
04/16/2026	SUNSHINE HEALTH	2,370.19
04/16/2026	VERIZON WIRELESS MESSAGING SERVICES	36.07
04/16/2026	VERIZON WIRELESS MESSAGING SERVICES	337.05
04/16/2026	VERIZON WIRELESS MESSAGING SERVICES	262.29
04/16/2026	ALICO LODGING LLC	318.00
04/16/2026	ALICO LODGING LLC	318.00
04/16/2026	AUVIS COLE	660.00
04/16/2026	CHERYL K LEE	3,980.00
04/16/2026	DAVID M AGUIRRE	3,875.00
04/16/2026	DENNIS R CONTOIS	3,494.00
04/16/2026	JEFFREY LYNCH	3,350.00
04/16/2026	JOE'S RELIABLE SEPTIC SERVICE LLC	14,000.00
04/16/2026	JOHN A MONROE	3,680.00
04/16/2026	JOHN R ALBRIGHT	3,705.50
04/16/2026	LESLIE WHITE	3,320.00
04/16/2026	MARIANNE MESSINA	3,800.00

Check Date	Vendor Name	Amount
04/16/2026	MR. SEPTIC, LLC	7,000.00
04/16/2026	NATHON REED	3,541.00
04/16/2026	PAUL GRESTY	3,885.50
04/16/2026	PETER DUBOVENKO	4,000.00
04/16/2026	ROBERT F BONOMO	4,000.00
04/16/2026	THERESA ANN MCGINLEY	2,800.00
04/16/2026	CALIFORNIA STATE DISBURSEMENT UNIT	92.30
04/16/2026	US DEPARTMENT OF TREASURY	476.85
04/23/2026	SPM 247 FLORIDA LLC	159.02
04/28/2026	CASTRO REALTY AND PROPERTY MGMT INC	9,094.00
04/28/2026	CATHERINE COACHMAN	789.00
04/28/2026	COLONNADE PARK LTD	8,702.00
04/28/2026	CREATIVE CHOICE HOMES XXVIII LLC	13,933.00
04/28/2026	CRYSTAL RIVER APARTMENTS LTD	2,034.00
04/28/2026	JEFF CUNNINGHAM	1,023.00
04/28/2026	DOS OF CRYSTAL RIVER ALF LLC	1,634.00
04/28/2026	FLORAL OAKS APARTMENTS LTD	495.00
04/28/2026	HARFORD COUNTY MARYLAND	1,105.71
04/28/2026	JESSE L MADDEN	438.00
04/28/2026	GARY M KRAUSHAAR	681.00
04/28/2026	MAJOR FARAI INVESTMENTS LLC	2,483.00
04/28/2026	MARK THOMAS BEVILLE	2,337.00
04/28/2026	MIAMI DADE HOUSING AGENCY	1,965.71
04/28/2026	N-GES-RP OF CITRUS SPRINGS LLC	1,770.00
04/28/2026	ONE REAL ESTATE INC	5,342.00
04/28/2026	PARKE FOREST II APARTMENTS LTD	819.00
04/28/2026	PROGRESS ENERGY INC	1,222.00
04/28/2026	SANDA GRAY	950.00
04/28/2026	VERA HEALTHCARE FLORIDA LLC	1,765.00
04/28/2026	WITHLACOOCHEE RIVER ELECTRIC COOP	197.00
04/28/2026	ROD A & BARBARA A STEVENS	2,091.79
04/30/2026	4U CUSTOM HOMES CORP	7,949.00
04/30/2026	ADAM KAMIONKA	74.49
04/30/2026	ALAN FORINO	120.15
04/30/2026	ALFRIEDA SHELTON	20.00
04/30/2026	AMBER GARDENER	50.00
04/30/2026	ANA SASSO	50.00

Check Date	Vendor Name	Amount
04/30/2026	ANNA KEIPER	50.00
04/30/2026	ANTHONY ARMATO DBA MAC 1 SIGNS LLC	748.75
04/30/2026	BBG DEVELOPMENTS LLC	7,949.00
04/30/2026	BETHANY HEILMAN	50.00
04/30/2026	BOEHRINGER INGELHEIM ANIMAL HEALTH	1,484.42
04/30/2026	BONITA-ANN DEMIANCZYK	106.80
04/30/2026	CAROL SANDERSON	29.82
04/30/2026	CHESAPEAKE UTILITIES CORP & SUBS	8,042.86
04/30/2026	CITRUSCRAFT HOMES LLC	44.13
04/30/2026	CIVICPLUS LLC	7,694.16
04/30/2026	COREEN COLE	50.00
04/30/2026	CSWR-FLORIDA UOC LLC	446.87
04/30/2026	DIANE CUOMO	8.90
04/30/2026	DNE DEVELOPMENT LLC	17,552.17
04/30/2026	FAMILIES & FRIENDS REACHING FOR	150.00
04/30/2026	FLOR FLORES	300.00
04/30/2026	FLORAL CITY WATER ASSOCIATION INC	695.23
04/30/2026	FLORIDA CLINICAL PRACTICE ASSOC	2,400.00
04/30/2026	GAIL GORIN	26.70
04/30/2026	GAS SOUTH LLC	201.29
04/30/2026	HOMOSASSA SPECIAL WATER DISTRICT	65.39
04/30/2026	JACOB WORLEY	300.00
04/30/2026	JOHN ERRICKSON	17.80
04/30/2026	K HOVONANIAN FLORIDA OPERATIONS LLC	7,949.00
04/30/2026	KRISTINA MALLORY	50.00
04/30/2026	LARRY & JULIE STREIT	24.92
04/30/2026	LAWRENCE W TAYLOR	13.35
04/30/2026	LINDA SISK	50.00
04/30/2026	MARION COUNTY BOARD OF COUNTY CMSRS	154,281.00
04/30/2026	MARY CONTRINO	452.33
04/30/2026	MAX RUSSELL	60.08
04/30/2026	MIKE KAZEMFOR	24.00
04/30/2026	NORTH FLORIDA LAND TRUST INC	22,000.00
04/30/2026	OZELLO WATER ASSOC INC	405.58
04/30/2026	PROGRESS ENERGY INC	87,048.05
04/30/2026	QUADIENT INC	794.55
04/30/2026	REMBAS PLUMBING	100.00

Check Date	Vendor Name	Amount
04/30/2026	SANDRA L CAMPISE	10.68
04/30/2026	SCHARFELD CARE SOLUTIONS INC	930.00
04/30/2026	SERVICE MASTER	385.39
04/30/2026	SHERRY YOUNGER	58.74
04/30/2026	SHIRLEY BURKHARDT	51.62
04/30/2026	STATE ATTORNEY'S OFFICE	45,626.26
04/30/2026	WASTE MANAGEMENT INC OF FLORIDA	1,756.84
04/30/2026	WASTE PRO OF FLORIDA INC	42.14
04/30/2026	WASTE PRO USA INC	3,768.80
04/30/2026	WILLIAM R SHANNON	20.00
04/30/2026	WILLIAM WILLIAMS	25.00
04/30/2026	WITHLACOOCHEE RIVER ELECTRIC COOP	82,528.29
04/30/2026	WRIGHT NATIONAL FLOOD INSURANCE CO	11,303.00
04/30/2026	FLORIDA DEPT OF LAW ENFORCEMENT	308.00
04/30/2026	CAPITAL RECOVERY CORPORATION	301.62
04/30/2026	CENTENE MANAGEMENT CO	236.38
04/30/2026	CENTURYLINK COMMUNICATIONS LLC	731.98
04/30/2026	CHARTER COMMUNICATIONS HOLDINGS LLC	869.11
04/30/2026	CIGNA	371.00
04/30/2026	HUMANA	4,541.30
04/30/2026	MARION COUNTY BOCC	698.60
04/30/2026	MARION COUNTY BOCC	2,746.80
04/30/2026	MARION COUNTY BOCC	909.60
04/30/2026	SOUTH DUNNELLON WATER ASSOCIATION	41.50
04/30/2026	UNITED HEALTH CARE	495.77
04/30/2026	JOAN WILFONG	84.00
04/30/2026	ROBERT MOULTON C/O ELIZABETH URBAN	175.00
04/30/2026	ANGELO CARUSO	582.00
04/30/2026	BARBARA M READ	3,862.50
04/30/2026	BONDED SEPTIC TANK INC	7,000.00
04/30/2026	CAROLE JEANNE WHITE	1,925.00
04/30/2026	CHARLIE TRICOU	3,682.50
04/30/2026	COLETTE HALASI-KUN	3,254.00
04/30/2026	DONALD R BARRETT	4,000.00
04/30/2026	EDWARD W BURGER	3,254.00
04/30/2026	FRANK RICH	2,637.50
04/30/2026	JAN OBREBSKI	4,000.00

Check Date	Vendor Name	Amount
04/30/2026	JOHN STRICKLAND	14,000.00
04/30/2026	LESLIE GARRISON	3,680.00
04/30/2026	MANUEL A PATACA	4,000.00
04/30/2026	MARILYN R KIEFFER	3,490.00
04/30/2026	MARTIN LAUER	4,000.00
04/30/2026	MATTHEW R HEIDET	3,295.94
04/30/2026	MEDARDO SARMIENTO	3,753.50
04/30/2026	MICHEAL PARRISH	2,500.00
04/30/2026	MICHEAL S LEON	4,000.00
04/30/2026	MR. SEPTIC, LLC	70,000.00
04/30/2026	PAUL A SCIABA	4,000.00
04/30/2026	ROBERT E FREDRICKSON	3,732.00
04/30/2026	SHIRLEY DEVINE	4,000.00
04/30/2026	STACY MCCALLA	2,200.00
04/30/2026	TAYLOR BEAGAN	2,607.00
04/30/2026	WILLIAM HOELTKE	4,000.00
04/30/2026	PROGRESS ENERGY INC	1,607.25
04/30/2026	CALIFORNIA STATE DISBURSEMENT UNIT	92.30
04/30/2026	US DEPARTMENT OF TREASURY	338.79
04/01/2026	PAVE-RITE INC	22,524.02
04/02/2026	3M COMPANY	3,970.50
04/02/2026	ABILITY CARE SERVICES INC	162.00
04/02/2026	AINSLEY BECKFORD	2,240.75
04/02/2026	AIRGAS INC	11,417.64
04/02/2026	ALBERTO PASCUAL	101.91
04/02/2026	ALEXUS MEDINA	154.76
04/02/2026	ALOHA CUSTOM POOLS LLC	289.99
04/02/2026	ALTA ENTERPRISES LLC	513.00
04/02/2026	AMICI ENGINEERING CONTRACTORS LLC	43,462.50
04/02/2026	ANGELA BURTON	464.58
04/02/2026	AP SOD SERVICE LLC	5,169.85
04/02/2026	APPLIED AQUATIC MANAGEMENT INC	227.00
04/02/2026	AQUA TRIANGLE 1 CORP	1,709.50
04/02/2026	ARMOR FIRE PROTECTION INC	430.00
04/02/2026	AUVIS COLE	161.46
04/02/2026	BADGER METER INC	4,515.00
04/02/2026	BARCO PRODUCTS LLC	4,960.52

Check Date	Vendor Name	Amount
04/02/2026	BAYSIDE DREDGING LLC	148,800.00
04/02/2026	BOUND TREE MEDICAL	2,053.03
04/02/2026	BRAD HOOVER	161.00
04/02/2026	BRANT BRICARELL	7,000.00
04/02/2026	BRODART CO	305.24
04/02/2026	BROWN FUNERAL HOME & CREMATORY	1,500.00
04/02/2026	BUILDER BOYS OF INVERNESS INC	54,950.00
04/02/2026	BURRELL ENGINEERING INC	218.75
04/02/2026	CARAHSOFT TECHNOLOGY CORP	14,539.21
04/02/2026	CEC MOTOR & UTILITY SERVICES LLC	5,070.63
04/02/2026	CITRUS CO FIRE RESCUE EXPLORER	4.00
04/02/2026	CITRUS COUNTY ABUSE SHELTER ASSOC	247.50
04/02/2026	CITRUS COUNTY PROPERTY APPRAISER	40,049.67
04/02/2026	CITRUS COUNTY SCHOOL BOARD	12,677.00
04/02/2026	CITRUS EQUIPMENT & REPAIR INC	43.47
04/02/2026	CITY OF INVERNESS	59.57
04/02/2026	CJ WILSON LAW PA	1,440.25
04/02/2026	COLLIN WOLCOTT	161.00
04/02/2026	CORE & MAIN LP	123,807.94
04/02/2026	MICHAEL G CZERWINSKI, P.A.	3,600.00
04/02/2026	DALENA ROGERS	10.68
04/02/2026	DALY & ZILCH (FLORIDA) INC	69,200.00
04/02/2026	DELL MARKETING LP	26,551.50
04/02/2026	DHS PARTNERS INC	7,774.99
04/02/2026	DOCUMENT TECHNOLOGIES OF NORTH	953.23
04/02/2026	DONLE ENTERPRISES INC	21,380.00
04/02/2026	DON'S PLUMBING OF CITRUS COUNTY INC	10,097.29
04/02/2026	DRJ CRYSTAL F LLC	13,761.04
04/02/2026	TIM DURDEN	42.72
04/02/2026	EMPIRE PIPE & SUPPLY COMPANY INC	14,120.56
04/02/2026	ENHANCED VOTING LLC	7,276.50
04/02/2026	EVERNORTH CARE SOLUTIONS INC	2,256.30
04/02/2026	FAMILY LIFE CARE INC	1,642.13
04/02/2026	FERGUSON ENTERPRISES	9,842.00
04/02/2026	FORVIS LLP	40,000.00
04/02/2026	GALLAGHER BASSETT SERVICES INC	6,100.00
04/02/2026	GALLS PARENT HOLDINGS LLC	4,869.57

Check Date	Vendor Name	Amount
04/02/2026	GMS SOUTHEAST INC	2,760.96
04/02/2026	GRAY ROBINSON ATTORNEYS AT LAW	40,797.26
04/02/2026	GRECO INTERNATIONAL CORPORATION	5,076.99
04/02/2026	GWENDOLYN STRAWITCH	268.34
04/02/2026	HABITAT FOR HUMANITY OF CITRUS CO	40,000.00
04/02/2026	HAWKINS INC	17,389.50
04/02/2026	HD SUPPLY INC	284.07
04/02/2026	HENRY SCHEIN INC	1,657.11
04/02/2026	HILLS COMMERCIAL WAREHOUSE INC	596.00
04/02/2026	HOMOSASSA RIVER RESTORATION PROJECT	52,500.00
04/02/2026	INTERNATIONAL CITY MANAGEMENT ASSOC	2,335.00
04/02/2026	IDSS GLOBAL LLC	1,100.00
04/02/2026	IMAGE ONE CORPORATION	7,720.16
04/02/2026	INFRASTRUCTURE CONSULTING	42,526.65
04/02/2026	INSPIRE PLACEMAKING COLLECTIVE INC	53,934.32
04/02/2026	INVOICE CLOUD INC	70.00
04/02/2026	JANET LAWSON	28.04
04/02/2026	JOHN MADER ENTERPRISES INC	54,637.00
04/02/2026	JOSEPH WHITTICK	75.34
04/02/2026	JULIE WILKINSON	301.72
04/02/2026	KIMLEY-HORN AND ASSOCIATES INC	40,872.29
04/02/2026	KONICA MINOLTA BUSINESS SOLUTIONS	2,562.70
04/02/2026	KUSTOM GLASS LLC	12.45
04/02/2026	KYOCERA DOCUMENT SOLUTIONS AMERICA	95.76
04/02/2026	LAMAR TEXAS LIMITED PARTNERSHIP	1,144.00
04/02/2026	LENGEMANN OF FLORIDA INC	3,112.28
04/02/2026	LIFESTREAM BEHAVORIAL CENTER INC	2,185.00
04/02/2026	LTR INTERMEDIATE HOLDINGS INC	13,742.58
04/02/2026	LYNETTE MILLNER	68.98
04/02/2026	MACKLER GRAPHICS INC	2,088.00
04/02/2026	MAN CAVE LLC	4,463.12
04/02/2026	MARK LEIBERT	59.49
04/02/2026	MCGAN CREMATION SERVICE LLC	750.00
04/02/2026	MEDICAL RISK SOLUTIONS LLC	105,102.53
04/02/2026	MEDLINE INDUSTRIES LP	3,419.98
04/02/2026	MEGASCAPES LANDSCAPE SERVICES INC	2,459.00
04/02/2026	METRO FORECASTING MODELS LLC	2,900.00

Check Date	Vendor Name	Amount
04/02/2026	MICHAEL ANTON	47.00
04/02/2026	MICHELLE ADAMS	68.00
04/02/2026	MIDWEST TAPE LLC	223.41
04/02/2026	MOTT MACDONALD CONSULTANTS INC	7,546.50
04/02/2026	MOWREY ELEVATOR CO OF FLORIDA INC	3,625.00
04/02/2026	MWI VETERINARY SUPPLY CO	10,478.38
04/02/2026	NATIONWIDE RETIREMENT SOLUTIONS INC	6,350.82
04/02/2026	NATURE COAST AT-HOME SERVICES INC	4,920.00
04/02/2026	OPUS 21 MGMT SOLUTIONS LLC	38,500.96
04/02/2026	PACE ANALYTICAL SERVICES LLC	4,688.18
04/02/2026	PAFF SERVICES LLC	5,080.00
04/02/2026	PASCO PIPE SUPPLY INC	14,662.66
04/02/2026	PAUL MCCABE	47.00
04/02/2026	PAXTON MEDIA GROUP	151.27
04/02/2026	PITTSBURG TANK & TOWER MAINTENANCE	18,265.00
04/02/2026	POWER EXTERMINATORS INC	1,275.17
04/02/2026	PROFESSIONAL FIREFIGHTERS OF CITRUS	4,150.00
04/02/2026	RICKEY SADLER	78.74
04/02/2026	RING POWER CORPORATION	7,541.10
04/02/2026	RING POWER CORPORATION	16,513.64
04/02/2026	ROPER TOWNSEND & SUTPHEN PA	342.00
04/02/2026	COMMUNITY ANGELS LLC	16,498.00
04/02/2026	RSC INSURANCE BROKERAGE INC	9,833.33
04/02/2026	SCP DISTRIBUTORS LLC	5,569.56
04/02/2026	SERVICEWEAR APPAREL INC	106.24
04/02/2026	SHI INTERNATIONAL CORP	234,149.38
04/02/2026	SHOES FOR CREWS LLC	556.92
04/02/2026	SITEONE LANDSCAPE SUPPLY HOLDING	95.88
04/02/2026	SOS CARE SOLUTIONS LLC	18,249.99
04/02/2026	STANTEC CONSULTING SERVICES INC	35,836.95
04/02/2026	STARR MECHANICAL INC	51,176.00
04/02/2026	STEWART & STEVENSON LLC	19,776.06
04/02/2026	SUMMIT HOME RESPIRATORY SERV INC	719.00
04/02/2026	SUMTER ELECTRIC COOPERATIVE INC	5,368.85
04/02/2026	SVK INC	3,663.50
04/02/2026	TAMPA BAY LIBRARY CONSORTIUM INC	1,333.00
04/02/2026	TEMPEST INTERACTIVE MEDIA LLC	1,950.00

Check Date	Vendor Name	Amount
04/02/2026	TEMPLE INC	26,320.00
04/02/2026	TEN-8 FIRE & SAFETY LLC	16,146.62
04/02/2026	TEXAS AQUATIC HARVESTING INC	110,118.50
04/02/2026	THE ADVOCACY GROUP AT CARDENAS PTRS	5,000.00
04/02/2026	THE SHERWIN-WILLIAMS COMPANY	1,308.06
04/02/2026	THOMAS 4 CLEANING LLC	1,250.00
04/02/2026	TIP TOP TREE EXPERTS LLC	54.00
04/02/2026	TRI-CO COMMUNICATIONS INC	529.14
04/02/2026	UNIFIRST CORPORATION	1,290.52
04/02/2026	UNIVERSAL ENVIRONMENTAL SERVICES	165.00
04/02/2026	US BANCORP ASSET MANAGEMENT INC	2,833.33
04/02/2026	VICEROY HOME SERVICES	25,575.75
04/02/2026	VULCAN INC	12,884.50
04/02/2026	WAUGH PLLC	1,820.00
04/02/2026	WRIGHT-PIERCE	9,500.60
04/02/2026	XEROX CORPORATION	758.51
04/16/2026	CITY OF INVERNESS	862,429.44
04/16/2026	A-ABLE SEPTIC-SEWER SERVICE INC	7,000.00
04/16/2026	ABILITY CARE SERVICES INC	486.00
04/16/2026	ACCESSIBLE SOLUTIONS LLC	566.42
04/16/2026	ADVANCED SEPTIC LLC	520.00
04/16/2026	AECOM TECHNICAL SERVICES INC	10,570.87
04/16/2026	AINSLEY BECKFORD	4,358.00
04/16/2026	AIR MECHANICAL & SERVICE CORP	28,667.55
04/16/2026	AIRGAS INC	4,970.81
04/16/2026	ALEXUS MEDINA	36.00
04/16/2026	AMERICAN PIPE & TANK INC	16,715.00
04/16/2026	AON HEWITT CONSULTING	12,500.00
04/16/2026	AP SOD SERVICE LLC	1,870.00
04/16/2026	AQUA TRIANGLE 1 CORP	1,058.05
04/16/2026	ARDURRA GROUP INC	15,587.45
04/16/2026	ARMOR FIRE PROTECTION INC	2,870.00
04/16/2026	THERESA ARRIAGA	38.27
04/16/2026	B LUNSMANN ENTERPRISE LLC	2,039.60
04/16/2026	BADGER METER INC	32,737.96
04/16/2026	BAKER DISTRIBUTING COMPANY LLC	332.00
04/16/2026	CARL BALLARD	36.00

Check Date	Vendor Name	Amount
04/16/2026	BARNES & NOBLE EDUCATION INC	2,054.91
04/16/2026	BEVERLY WOJNAR	8.01
04/16/2026	BLUE CROSS & BLUE SHIELD OF FL	232,022.92
04/16/2026	BROWN FUNERAL HOME & CREMATORY	750.00
04/16/2026	CARAHSOFT TECHNOLOGY CORP	50,761.93
04/16/2026	CASSANDRA WIMS	25.00
04/16/2026	CEC MOTOR & UTILITY SERVICES LLC	5,720.42
04/16/2026	CENTRAL ALABAMA TRAINING SOLUTIONS	6,090.08
04/16/2026	CENTRAL MATERIALS COMPANY INC	19,151.73
04/16/2026	CERIDA INVESTMENT CORP	575.00
04/16/2026	ADAM CHANG	88.56
04/16/2026	CHANNEL INNOVATIONS CORPORATION	3,508.36
04/16/2026	CHET'S SEPTIC SERVICE INC	14,000.00
04/16/2026	CINTAS CORPORATION NO 2	6,468.79
04/16/2026	CITRUS CO FIRE RESCUE EXPLORER	4.00
04/16/2026	CITRUS COUNTY ASSOCIATION FOR	4,822.00
04/16/2026	CITY OF CRYSTAL RIVER	382.82
04/16/2026	CITY OF INVERNESS	7,892.30
04/16/2026	CJ WILSON LAW PA	2,405.30
04/16/2026	CJ'S SALES AND SERVICE OF OCALA INC	1,198.88
04/16/2026	COMPLETE FLOOR CARE SOLUTIONS INC	3,778.90
04/16/2026	CORE & MAIN LP	227,310.30
04/16/2026	CRYSTAL RIVER QUARRIES INC	3,177.55
04/16/2026	CTF INVESTMENTS LLC	200.00
04/16/2026	D&D INC	19,740.00
04/16/2026	DALY & ZILCH (FLORIDA) INC	55,378.50
04/16/2026	DANIELLE DOTY	40.05
04/16/2026	DAVID B SPRAKER	712.00
04/16/2026	DOCUMENT TECHNOLOGIES OF NORTH	80.37
04/16/2026	DONNA RATLIFF	15.58
04/16/2026	DONNA SAWTELLE	128.16
04/16/2026	DOODIE CALLS LLC	4,550.00
04/16/2026	DRMP INC	57,786.62
04/16/2026	ERIKA SEAMEN	150.00
04/16/2026	STEPHEN P EVANS	49.84
04/16/2026	FAMILY LIFE CARE INC	5,221.90
04/16/2026	FIRE-DEX GW LLC	1,783.50

Check Date	Vendor Name	Amount
04/16/2026	FIRST ARRIVING IO INC	13,185.00
04/16/2026	FIRSTWATCH SOLUTIONS INC	343.81
04/16/2026	FISERV INC	182.52
04/16/2026	FL OVERHEAD DOOR & INDUSTRIES DBA	9,549.00
04/16/2026	FLYER VIEW GROUP LLC	4,995.00
04/16/2026	FORTILINE INC	13,456.50
04/16/2026	FORTIS FIRE & SAFETY INC	59,506.13
04/16/2026	JAMES FULLER	236.29
04/16/2026	GA FOOD SERVICES OF PINELLAS CO LLC	26,282.16
04/16/2026	GALLS PARENT HOLDINGS LLC	12,338.78
04/16/2026	GARRETT PEARCY	13.35
04/16/2026	GINA JONES	100.13
04/16/2026	GOVERNMENTJOBS.COM INC	26,823.25
04/16/2026	GREGORY BROWNING	109.95
04/16/2026	SALLY GREINER	128.16
04/16/2026	GUARDIAN MEDICAL MONITORING LLC	430.06
04/16/2026	GWENDOLYN STRAWITCH	62.30
04/16/2026	JANICE HALE	11.00
04/16/2026	HALFF ASSOCIATES INC	969.26
04/16/2026	HILL STREET ENTERPRISES LLC	9,800.00
04/16/2026	IAN ROSE	150.00
04/16/2026	INTERNATIONAL CITY MANAGEMENT ASSOC	2,335.00
04/16/2026	IDEXX DISTRIBUTION INC	4,156.76
04/16/2026	INFRASTRUCTURE CONSULTING	16,444.47
04/16/2026	INTEGRITY SITE DEVELOPMENT INC	6,559.55
04/16/2026	INTER-COUNTY RECYCLING INC	1,000.00
04/16/2026	INVOICE CLOUD INC	8,668.70
04/16/2026	JACK OVERDORFF	1,360.00
04/16/2026	JACK R PIERCE	44.50
04/16/2026	JACKSON HOPE ENTERPRISES LLC	815.00
04/16/2026	JDMF LLC	810.00
04/16/2026	JEFFREY S SCHRADE	240.00
04/16/2026	JJGIPE AUTO BODY LLC	10,267.40
04/16/2026	JOHN MADER ENTERPRISES INC	35,446.00
04/16/2026	JONES, EDMUNDS & ASSOCIATES, INC	15,264.54
04/16/2026	JUDITH A WILLIAMS	23.14
04/16/2026	JUSTIN KRAGER	125.00

Check Date	Vendor Name	Amount
04/16/2026	KATHRYN CARLS	12.02
04/16/2026	TAYLOR KEERAN	46.73
04/16/2026	KELLY MILLER	190.28
04/16/2026	KENNETH J ALVORD	252.32
04/16/2026	KIMLEY-HORN AND ASSOCIATES INC	13,937.50
04/16/2026	KONICA MINOLTA BUSINESS SOLUTIONS	4,593.48
04/16/2026	KATHY KOVANDA	128.16
04/16/2026	LIFE INSURANCE CO OF NORTH AMERICA	41,637.68
04/16/2026	LIFESTATION INC	280.70
04/16/2026	LIFESTREAM BEHAVORIAL CENTER INC	246,951.87
04/16/2026	LOWE'S	934.96
04/16/2026	LYNETTE MILLNER	66.75
04/16/2026	LYNSIE RODDENBERRY	11.00
04/16/2026	MAUREEN BAIRD	157.61
04/16/2026	MCKIM & CREED INC	43,104.77
04/16/2026	ANN MCPARTLAND	28.48
04/16/2026	MEDICAL RISK SOLUTIONS LLC	43,286.00
04/16/2026	MELISSA TAVERAS	30.26
04/16/2026	MES I ACQUISITION INC	807.18
04/16/2026	MICHAEL'S FLOOR COVERING INC	3,612.11
04/16/2026	MIDSOUTH INC	199,590.24
04/16/2026	MIDWEST TAPE LLC	828.39
04/16/2026	MILES PARTNERSHIP LLLP	26,088.37
04/16/2026	MILLER HEIMAN HOLDINGS LLC	44,592.40
04/16/2026	MILLER PIPELINE LLC	64,707.22
04/16/2026	NORTH AMERICAN FIRE EQUIPMENT CO	176.40
04/16/2026	NATIONWIDE RETIREMENT SOLUTIONS INC	6,385.82
04/16/2026	NATURE COAST AT-HOME SERVICES INC	9,795.00
04/16/2026	BONNIE L NEMMERS	115.70
04/16/2026	NUTRIEN AG SOLUTIONS, INC	4,984.00
04/16/2026	ODYSSEY MANUFACTURING COMPANY	6,984.64
04/16/2026	OFF DUTY MANAGEMENT INC	177.16
04/16/2026	PACE ANALYTICAL SERVICES LLC	676.99
04/16/2026	PAMELA KASPER	164.21
04/16/2026	PASCO PIPE SUPPLY INC	2,355.68
04/16/2026	PETDATA INC	6,012.20
04/16/2026	PETROLEUM TRADERS CORPORATION	52,269.43

Check Date	Vendor Name	Amount
04/16/2026	POINT RECOGNITION LTD	96.51
04/16/2026	POLYDYNE INC	6,080.00
04/16/2026	PROFESSIONAL FIREFIGHTERS OF CITRUS	4,075.00
04/16/2026	RAFTELIS FINANCIAL CONSULTANTS INC	3,424.37
04/16/2026	RANDALL COOKE	0.00
04/16/2026	REDWOOD TOXICOLOGY LABORATORY INC	1,255.78
04/16/2026	RENTAL OF INVERNESS INC	2,099.99
04/16/2026	RING POWER CORPORATION	13,237.13
04/16/2026	RISK MANAGEMENT ASSOCIATES, INC	631.30
04/16/2026	ROBIN LONG	7.12
04/16/2026	ROBERT J ROSE	258.10
04/16/2026	ROSEMARY JONES	0.00
04/16/2026	ROSS REED	150.00
04/16/2026	ROYAL “T” SYSTEMS INC	670.00
04/16/2026	COMMUNITY ANGELS LLC	17,402.50
04/16/2026	MARIA RUCINSKI	8.01
04/16/2026	SAFARI MICRO INC	31,978.26
04/16/2026	SANDRA HIAR	25.00
04/16/2026	SCOTT CONKLIN	150.00
04/16/2026	SCOTT WRIGHT STONE STUCCO	4,995.00
04/16/2026	SEAN M GERRITS INC	1,075.00
04/16/2026	SERVICEWEAR APPAREL INC	4,499.15
04/16/2026	SHAW INTEGRATED & TURF SOLUTIONS	17,476.89
04/16/2026	SHI INTERNATIONAL CORP	692.00
04/16/2026	SIGN EXPRESS INC	3,612.00
04/16/2026	SMA HEALTHCARE INC	3,417.00
04/16/2026	SONJA MYSLIWIEC	66.75
04/16/2026	SOS CARE SOLUTIONS LLC	6,083.33
04/16/2026	STEVEN BAHAM	144.00
04/16/2026	STROUD ENGINEERING CONSULTANTS INC	13,395.60
04/16/2026	SUMMIT HOME RESPIRATORY SERV INC	964.00
04/16/2026	SUMTER ELECTRIC COOPERATIVE INC	679.84
04/16/2026	SUNSHINE STATE ONE-CALL OF FL INC	1,298.01
04/16/2026	SUSAN J KORMAN	40.05
04/16/2026	SYNAGRO TECHNOLOGIES, INC	15,728.00
04/16/2026	MARYANN TAUHERT	53.40
04/16/2026	TERRI PALMER	69.42

Check Date	Vendor Name	Amount
04/16/2026	THE AVANTI COMPANY	2,000.00
04/16/2026	THE WARE GROUP LLC	1,559.84
04/16/2026	THOMAS P FREEMAN	150.00
04/16/2026	WEST PUBLISHING CORP	786.45
04/16/2026	TIMOTHY TILLMAN	150.00
04/16/2026	TOLLE APPRAISAL SERVICE INC	900.00
04/16/2026	TRADEMARK ELECTRIC INC	7,028.79
04/16/2026	TRAPEZE SOFTWARE GROUP INC	5,661.26
04/16/2026	TRI-CO COMMUNICATIONS INC	13,019.18
04/16/2026	TRI-COUNTY LOCKSMITH	1,456.50
04/16/2026	UNIFIRST CORPORATION	4,731.25
04/16/2026	UNIVERSAL ENVIRONMENTAL SERVICES	198.40
04/16/2026	VERTEKS CONSULTING INC	2,651.75
04/16/2026	VICEROY HOME SERVICES	12,177.00
04/16/2026	VICKI TUPPER	199.36
04/16/2026	WHETSTONE OIL CO INC	9,362.51
04/16/2026	WITHLACOOCHEE REGIONAL WATER SUPPLY	7,892.25
04/16/2026	GLENN WOLCOTT	150.00
04/16/2026	XEROX CORPORATION	176.20
04/16/2026	YVONNE CLARK	24.03
04/23/2026	CORE & MAIN LP	22,700.00
04/23/2026	FL DEPT OF FINANCIAL SERVICES	26,224.09
04/23/2026	HANCOCK FARM & SEED COMPANY INC	1,266.09
04/23/2026	RANDALL COOKE	114.99
04/24/2026	CITRUS COUNTY SHERIFFS OFFICE	4,263,117.57
04/28/2026	8570 WEST MAYO REALTY LLC	1,791.00
04/28/2026	LYDIA E ACOSTA	889.00
04/28/2026	ACTION RENTAL MANAGEMENT	2,385.00
04/28/2026	ALANA KOZAK CORNELL	520.00
04/28/2026	ANGEL LUIS VEGA	655.00
04/28/2026	ANGELA PICONE	337.00
04/28/2026	AVINASH TEKAWADE	2,975.00
04/28/2026	BROWARD COUNTY HOUSING AUTHORITY	3,271.71
04/28/2026	CAROL NORMAND	950.00
04/28/2026	CHRISTIAN WORSHIP CENTER CENTRAL FL	1,150.00
04/28/2026	CITRAVEST MANAGEMENT LLC	2,980.00
04/28/2026	COASTAL GETAWAY PROPERTIES LLC	1,200.00

Check Date	Vendor Name	Amount
04/28/2026	MRS. MARJORIE J COPELAND	843.00
04/28/2026	CS PHASE V LLC	1,535.00
04/28/2026	CT HOMES REALTY CORPORATION	1,950.00
04/28/2026	DAISY LOPEZ	823.00
04/28/2026	DARIN HAAG DBA ROAM	1,044.00
04/28/2026	DECRO HERON LLC	5,161.00
04/28/2026	DECRO MAGNOLIA LLC	2,888.00
04/28/2026	DECRO NATURE WALK LLC	3,735.00
04/28/2026	DEONARINE PERSAND	1,329.00
04/28/2026	EYESKY MANAGEMENT LLC	1,121.00
04/28/2026	FOREST RIDGE AT BEVERLY HILLS	6,609.00
04/28/2026	JEAN L FORT	650.00
04/28/2026	FRANCIS L SHAW	429.00
04/28/2026	GARY THOMPSON	1,140.00
04/28/2026	GREAT AMERICAN REALTY & INVESTMENT	13,847.00
04/28/2026	HOUSING AUTHORITY OF CITY OF TAMPA	4,299.42
04/28/2026	HTG HIDDEN LAKE LTD	11,233.00
04/28/2026	DAVID S HUTCHINS	962.00
04/28/2026	KATHLEEN INDELICATO	788.00
04/28/2026	IRENE MARTY	840.00
04/28/2026	JO ASH DEVELOPMENT GROUP LLC	1,000.00
04/28/2026	JOAN BOWDEN	215.00
04/28/2026	THE HOLLOWAY GROUP PA	3,101.00
04/28/2026	JUSTIN JENSEN	664.00
04/28/2026	KG RENTALS LLC	1,121.00
04/28/2026	LAKE COUNTY BOCC	5,842.26
04/28/2026	LEASE THE DREAM LLC	697.00
04/28/2026	LEESON'S MHC LCC	3,609.00
04/28/2026	LIBERTY HOUSING GROUP LLC	480.00
04/28/2026	LIZETTE MORENO	1,245.00
04/28/2026	MERRY CLARK	767.00
04/28/2026	DAVID W MIKEL	1,149.00
04/28/2026	MJBS HOLDINGS LLC	1,108.00
04/28/2026	MWC PROPERTY LLC	1,795.00
04/28/2026	NATURE COAST AFFORDABLE HOUSING	1,234.00
04/28/2026	OHM SAIRAM SHAKTI LLC	2,706.00
04/28/2026	OLMSTED COUNTY HOUSING AND	877.71

Check Date	Vendor Name	Amount
04/28/2026	OSCEOLA COUNTY SECTION 8 HOUSING	1,575.71
04/28/2026	PARKE FOREST APARTMENTS, LTD	795.00
04/28/2026	QUICK TURN PROPERTIES LLC	621.00
04/28/2026	RAINTREE APARTMENTS II	3,081.00
04/28/2026	RAINTREE APARTMENTS LTD	1,860.00
04/28/2026	REALTY ADVISORY GROUP INC	826.00
04/28/2026	RENA J COOPER	673.00
04/28/2026	S ESTUARY DR LLC	743.00
04/28/2026	SCOTTSDALE PROPERTIES LLC	979.00
04/28/2026	SEMINOLE COUNTY HOUSING AUTHORITY	1,790.71
04/28/2026	SNOW REALTY OF FLORIDA INC	2,581.00
04/28/2026	STANFORD LIMITED	452.00
04/28/2026	SUGMILL INC	907.00
04/28/2026	SUMTER ELECTRIC COOPERATIVE INC	810.00
04/28/2026	SUNCOAST CRYSTAL RIVER MHC, LLC	754.00
04/28/2026	RONALD SWALLOW	276.00
04/28/2026	TEJASWINI SHRIKANT SHINDE	241.00
04/28/2026	THE INDEPENDENT HOUSE OF GOD CHURCH	2,553.00
04/28/2026	TKR PROPERTIES & INVESTMENTS INC	1,320.00
04/28/2026	TRANS GLOBAL FINANCIAL LLC	997.00
04/28/2026	THOMAS W TUITE	911.00
04/28/2026	VEER REAL ESTATE INC	804.00
04/28/2026	VERA CURRY	763.00
04/28/2026	WILMA A MCCLAIN TRUST	508.00
04/28/2026	WINDMEADOWS RRH LTD	641.00
04/28/2026	YANET ZAMORA CASTILLO	1,475.00
04/30/2026	A-ABLE SEPTIC-SEWER SERVICE INC	625.00
04/30/2026	ABC BUS INC	528,935.00
04/30/2026	ABILITY CARE SERVICES INC	162.00
04/30/2026	AINSLEY BECKFORD	1,204.50
04/30/2026	AIRGAS INC	10,126.33
04/30/2026	ALADDIN MANUFACTURING CORPORATION	72,661.45
04/30/2026	AMERICAN PIPE & TANK INC	11,485.00
04/30/2026	ANDREW OWENS	97.00
04/30/2026	APPLIED AQUATIC MANAGEMENT INC	227.00
04/30/2026	AQUA TRIANGLE 1 CORP	2,758.60
04/30/2026	ARAMSCO INC	1,497.50

Check Date	Vendor Name	Amount
04/30/2026	AUVIS COLE	213.91
04/30/2026	BG CHEMICAL LP	4,125.00
04/30/2026	BLUE CROSS & BLUE SHIELD OF FL	231,365.09
04/30/2026	BOUND TREE MEDICAL	54,790.08
04/30/2026	BRODART CO	520.34
04/30/2026	BROWN FUNERAL HOME & CREMATORY	750.00
04/30/2026	BUILDER BOYS OF INVERNESS INC	86,200.00
04/30/2026	DEBRA R BURDEN	19.00
04/30/2026	CARAHSOFT TECHNOLOGY CORP	6,477.95
04/30/2026	CEC MOTOR & UTILITY SERVICES LLC	44,961.32
04/30/2026	CENGAGE LEARNING INC	792.49
04/30/2026	ADAM CHANG	167.35
04/30/2026	CHET'S SEPTIC SERVICE INC	7,000.00
04/30/2026	CHRISTINA LAMB	79.00
04/30/2026	CITRUS CO FIRE RESCUE EXPLORER	4.00
04/30/2026	CITRUS COUNTY ABUSE SHELTER ASSOC	247.50
04/30/2026	CITRUS COUNTY CHAMBER OF COMMERCE	962.36
04/30/2026	CITRUS EQUIPMENT & REPAIR INC	476.90
04/30/2026	CITRUS LANDFILL INC	2,475.00
04/30/2026	CITRUS WELL DRILLING LLC	34,379.00
04/30/2026	CITY OF INVERNESS	63.13
04/30/2026	CJ'S SALES AND SERVICE OF OCALA INC	8,368.81
04/30/2026	COMMERCIAL RISK MANAGEMENT INC	24,850.00
04/30/2026	CORE & MAIN LP	110,274.63
04/30/2026	CORECIVIC OF TENNESSEE LLC	1,497,453.85
04/30/2026	CUMBERLAND INTERNATIONAL TRUCKS OF	370,251.80
04/30/2026	DALENA ROGERS	19.00
04/30/2026	DAMIAN CULLEY	125.00
04/30/2026	DAVID B SPRAKER	1,029.00
04/30/2026	DEMCO INC	4,134.76
04/30/2026	DONALD CLYDE	82.33
04/30/2026	DONALD F PERRIN	80.10
04/30/2026	DONLE ENTERPRISES INC	21,920.00
04/30/2026	DRMP INC	130,802.73
04/30/2026	ELLEN NICHOLS	69.95
04/30/2026	DIANE ELMHIRST	8.01
04/30/2026	EMPIRE PIPE & SUPPLY COMPANY INC	4,003.41

Check Date	Vendor Name	Amount
04/30/2026	EVERNORTH CARE SOLUTIONS INC	2,270.10
04/30/2026	FAMILY LIFE CARE INC	1,894.13
04/30/2026	FIDELITY SECURITY LIFE INS CO	4,646.12
04/30/2026	FINALCOVER LLC	4,548.00
04/30/2026	FL DEPARTMENT OF JUVENILE JUSTICE	69,922.01
04/30/2026	FL OVERHEAD DOOR & INDUSTRIES DBA	1,625.00
04/30/2026	FLORIDA DEPARTMENT OF HEALTH CITRUS	60,000.00
04/30/2026	FORTILINE INC	53,155.59
04/30/2026	FORTIS FIRE & SAFETY INC	1,505.71
04/30/2026	FORVIS LLP	4,000.00
04/30/2026	APRIL FRAZIER	97.00
04/30/2026	GALLS PARENT HOLDINGS LLC	4,057.87
04/30/2026	GARRETT PEARCY	4.45
04/30/2026	GAUDETTE ELECTRIC INC	3,932.67
04/30/2026	GMS SOUTHEAST INC	3,280.90
04/30/2026	GREGORY CRACIUM	137.00
04/30/2026	GUARDIAN MEDICAL MONITORING LLC	132.76
04/30/2026	HARRELL'S INC	10,529.08
04/30/2026	HAWKINS INC	10,946.75
04/30/2026	HENRY SCHEIN INC	3,989.62
04/30/2026	HERITAGE LANDSCAPE SUPPLY GROUP INC	4,266.72
04/30/2026	HOWMEDICA OSTEONICS CORP	3,610.25
04/30/2026	HUMDINGER EQUIPMENT LTD	1,512,069.00
04/30/2026	INTERNATIONAL CITY MANAGEMENT ASSOC	2,335.00
04/30/2026	IDEXX DISTRIBUTION INC	7,048.94
04/30/2026	IDSS GLOBAL LLC	500.00
04/30/2026	INFRASTRUCTURE CONSULTING	63,261.90
04/30/2026	INTEGRITY SITE DEVELOPMENT INC	3,431.42
04/30/2026	INTEGRITY SITE DEVELOPMENT INC	262,834.81
04/30/2026	J&K LAWNCARE SPECIALISTS LLC	2,694.00
04/30/2026	JEFFREY MEZZETTI	50.73
04/30/2026	JOHN MADER ENTERPRISES INC	6,785.50
04/30/2026	JOHN TRAFALSKI	24.03
04/30/2026	JOHNATHAN TIDWELL	137.00
04/30/2026	JONES, EDMUNDS & ASSOCIATES, INC	139,658.88
04/30/2026	KATHLEEN SHELL	418.15
04/30/2026	KIMLEY-HORN AND ASSOCIATES INC	113,348.72

Check Date	Vendor Name	Amount
04/30/2026	KONICA MINOLTA BUSINESS SOLUTIONS	325.09
04/30/2026	KUSTOM GLASS LLC	26.39
04/30/2026	KYLE TOBIN	120.00
04/30/2026	KYOCERA DOCUMENT SOLUTIONS AMERICA	52.39
04/30/2026	L7 CONSTRUCTION INC	121,985.61
04/30/2026	LAMAR TEXAS LIMITED PARTNERSHIP	1,144.00
04/30/2026	LESLIE DURHAM	218.14
04/30/2026	LIFESTATION INC	173.60
04/30/2026	LOWE'S	189.05
04/30/2026	LYNETTE MILLNER	65.42
04/30/2026	MACKLER GRAPHICS INC	4,176.00
04/30/2026	MAN CAVE LLC	4,463.12
04/30/2026	MARION/SERVICE ROOFING	915.00
04/30/2026	MEDICAL RISK SOLUTIONS LLC	101,306.83
04/30/2026	MEDLINE INDUSTRIES LP	5,394.45
04/30/2026	MELISSA TAVERAS	85.44
04/30/2026	METRO FORECASTING MODELS LLC	10,500.00
04/30/2026	MICHEAL CORCORAN	79.00
04/30/2026	MILES PARTNERSHIP LLLP	61,387.60
04/30/2026	MILLER PIPELINE LLC	7,623.75
04/30/2026	MOTT MACDONALD CONSULTANTS INC	6,824.50
04/30/2026	MWI VETERINARY SUPPLY CO	79.25
04/30/2026	NATHAN LOVESTRAND	120.00
04/30/2026	NATIONWIDE RETIREMENT SOLUTIONS INC	6,385.82
04/30/2026	NICHOLAS POPHAM	83.12
04/30/2026	NICHOLS CONTRACTING INC	37,054.06
04/30/2026	ODYSSEY MANUFACTURING COMPANY	11,972.88
04/30/2026	OPUS 21 MGMT SOLUTIONS LLC	37,323.57
04/30/2026	PACE ANALYTICAL SERVICES LLC	1,651.52
04/30/2026	PAFF SERVICES LLC	800.00
04/30/2026	PAVE-RITE INC	9,444.00
04/30/2026	PAXTON MEDIA GROUP	712.63
04/30/2026	PERSONAL RESPONSE CORPORATION	167.40
04/30/2026	PFM FINANCIAL ADVISORS LLC	23,124.35
04/30/2026	PHILIP WATSON	125.00
04/30/2026	PINEL & CARPENTER INC	3,950.00
04/30/2026	POWER EXTERMINATORS INC	1,167.78

Check Date	Vendor Name	Amount
04/30/2026	PROFESSIONAL FIREFIGHTERS OF CITRUS	4,050.00
04/30/2026	REDWOOD TOXICOLOGY LABORATORY INC	740.53
04/30/2026	RESCUE SYSTEMS UNLIMITED LLC	185.00
04/30/2026	RETHINKING LIBRARIES LLC	7,250.00
04/30/2026	RICHARD R KOSAN, PA	10,057.50
04/30/2026	ROPER TOWNSEND & SUTPHEN PA	126.00
04/30/2026	COMMUNITY ANGELS LLC	13,299.00
04/30/2026	RSC INSURANCE BROKERAGE INC	9,833.33
04/30/2026	RSINET, LLC	360.00
04/30/2026	RYAN WHITMORE	125.00
04/30/2026	SARAH HINTZE	167.35
04/30/2026	SCHLABACH SECURITY & SOUND	197.85
04/30/2026	SEAN M GERRITS INC	4,950.00
04/30/2026	SHERRIE GARCIA	2,340.00
04/30/2026	SHI INTERNATIONAL CORP	7,109.72
04/30/2026	SHOES FOR CREWS LLC	904.90
04/30/2026	SITEONE LANDSCAPE SUPPLY HOLDING	1,452.07
04/30/2026	SOUTHERN COMPUTER WAREHOUSE INC	5,494.44
04/30/2026	STANTEC CONSULTING SERVICES INC	29,934.73
04/30/2026	STERICYCLE INC	372.92
04/30/2026	STEVEN MITCH EAKIN	139.00
04/30/2026	STINGRAY CHEVROLET LLC	38,073.60
04/30/2026	MARY STROUD	18.69
04/30/2026	SUMMIT HOME RESPIRATORY SERV INC	2,088.00
04/30/2026	SUMTER ELECTRIC COOPERATIVE INC	4,579.54
04/30/2026	SVK INC	1,684.50
04/30/2026	TEMPEST INTERACTIVE MEDIA LLC	1,950.00
04/30/2026	TEN-8 FIRE & SAFETY LLC	192,011.95
04/30/2026	TEXAS AQUATIC HARVESTING INC	83,898.50
04/30/2026	THERESA NATWICK	146.90
04/30/2026	THOMAS 4 CLEANING LLC	2,250.00
04/30/2026	WEST PUBLISHING CORP	351.00
04/30/2026	TITLE USA LLC	200.00
04/30/2026	TRADEWINDS POWER CORP	107,993.00
04/30/2026	TRI-CO COMMUNICATIONS INC	12,916.81
04/30/2026	UNIFIRST CORPORATION	1,496.59
04/30/2026	US BANCORP ASSET MANAGEMENT INC	5,666.66

Check Date	Vendor Name	Amount
04/30/2026	VECCHIO, CARRIER, FELDMAN	165.00
04/30/2026	VICEROY HOME SERVICES	7,533.00
04/30/2026	WADE TRIM INC	1,699.51
04/30/2026	WHETSTONE OIL CO INC	9,328.84
04/30/2026	WINSUPPLY CRYSTAL RIVER FL CO	31.64
04/30/2026	WRIGHT-PIERCE	6,298.63
04/30/2026	WW GRAINGER INC	486.86
Report Total		17,928,615.60

AGENDA MEMORANDUM

FROM:	Traci Perry, Clerk of the Circuit Court and Comptroller
SUBJECT:	2025 4th Quarter Investment Report & 2026 1st Quarter Investment Report
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Traci Perry, Citrus County Clerk of the Circuit Court and Comptroller, presents the County's investment performance and activity for the fourth quarter of 2025 and the first quarter of 2026. The reports offer a comprehensive summary of the portfolio's status from October 1, 2025 through December 31, 2025 and January 1, 2026 through March 31, 2026, highlighting earnings to date, and confirms adherence to relevant policies and statutory requirements.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Acknowledge receipt of the 4th Quarter Investment Report from October 1, 2025 through December 31, 2025 and the 1st Quarter Investment Report from January 1, 2026 through March 31, 2026.

ATTACHMENTS:

1. 2025-December
2. 2026-March

Citrus County Board of County Commissioners

TRACI PERRY, CPM
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
CITRUS COUNTY, FLORIDA

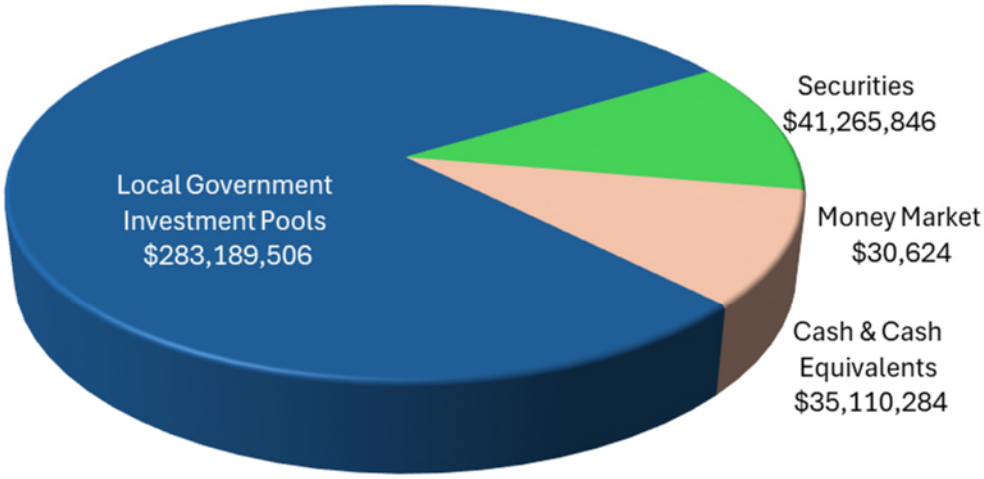
Quarterly Investment Report

For the Period Ended December 31, 2025

As custodian of county funds, the Clerk & Comptroller invests surplus public funds, producing the best and safest possible returns, ultimately reducing the burden on taxpayers. Financial Services is responsible for managing the county's banking relationships and cash forecasting process.

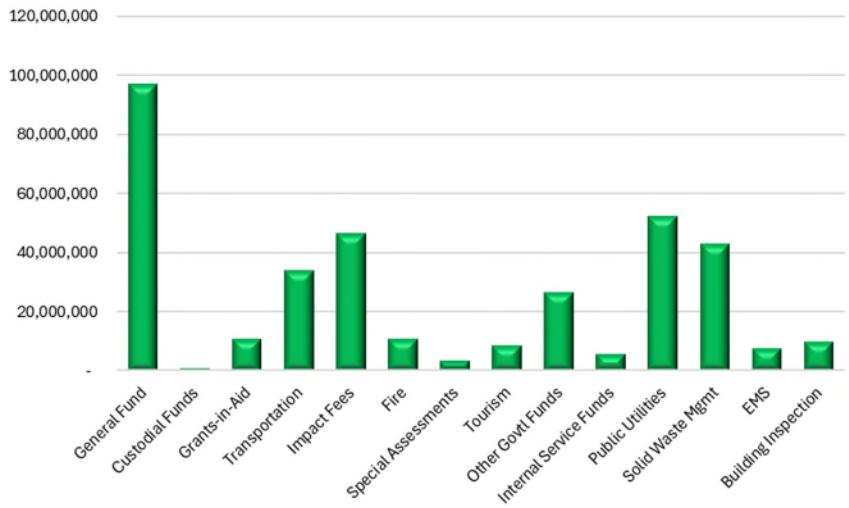
An investment advisor proactively manages the County's portfolio to maximize investment earnings, while ensuring that tax dollars are protected. The Citrus County Investment Policy governs investments and provides guidelines related to risk management and reporting requirements. The policy is based upon requirements in the Florida Statutes.

The following chart depicts the allocation of cash and investments by instrument type.



Realized gains or losses occur when an investment is sold, or interest is paid. Unrealized gains or losses reflect the change in the value of an investment at a point in time before it is sold.

	Unrealized Gains/Losses	Realized Earnings	Total Income
Qtr 1 2025	$ 333,856	$ 4,055,462	$ 4,389,318
Qtr 2 2025	210,085	3,487,720	3,697,805
Qtr 3 2025	159,432	2,994,806	3,154,238
October 2025	4,587	1,019,660	1,024,247
November 2025	85,735	924,521	1,010,256
December 2025	14,648	1,066,913	1,081,561
	$ 808,343	$ 13,549,082	$ 14,357,425



Cash & Investments by Fund Type

General Fund	96,899,757
Custodial Funds	1,199,390
Grants-in-Aid	11,086,019
Transportation	34,195,942
Impact Fees	46,479,282
Fire	10,926,622
Special Assessments	3,665,395
Tourism	8,744,214
Other Govtl Funds	26,801,659
Internal Service Funds	5,989,414
Public Utilities	52,344,877
Solid Waste Mgmt	43,199,875
EMS	7,881,378
Building Inspection	10,182,436
	$359,596,260

The County's Investment Policy contains all required sections per Section 218.415, Florida Statutes

The County's Investment Policy contains all required sections necessary to be certified by the APT US & C

The County's Investment Policy contains all the GFOA's best practice recommendations

Citrus County Board of County Commissioners

Quarterly Invesment Report - Summary of Holdings

For the Period Ended December 31, 2025

Investments	December 31, 2024 Book Value	December 31, 2024 % of Portfolio	December 31, 2025 Book Value	December 31, 2025 % of Portfolio	Portfolio Maximum	Issuer Limitation	Compliant
Cash and Cash Equivalents	**$ 37,174,581**	**10.13%**	**$ 35,110,284**	**9.76%**	N/A	N/A	Yes
Florida PRIME	**150,708,621**	**41.05%**	**136,969,698**	**38.09%**	60%	N/A	Yes
Local Government Investment Pools	**140,125,987**	**38.17%**	**146,219,808**	**40.66%**	75%	N/A	Yes
Money Market Fund	**51,451**	**0.01%**	**30,624**	**0.01%**	50%	25%	Yes
Securities							
Municipal Bond	88,499	0.02%	-	0.00%	25%	5%	Yes
Corporate Paper	8,732,434	2.38%	11,223,360	3.12%	35%	5%	Yes
U.S. Government-Sponsored Entities (GSE)	3,851,288	1.05%	4,529,290	1.26%	80%	40%	Yes
Asset Backed Securities	7,009,250	1.91%	8,489,107	2.36%	25%	15%	Yes
Treasury Notes	19,354,211	5.27%	17,024,089	4.73%	100%	25%	Yes
Subtotal Securities	**$ 39,035,682**	**10.63%**	**$ 41,265,846**	**11.48%**			
Total Portfolio Book Value	**$ 367,096,322**	**100%**	**$ 359,596,260**	**100%**			

Citrus County Board of County Commissioners

Quarterly Investment Report - Detail of Holdings

For the Period Ended March 31, 2026

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
ASSET BACKED SECURITIES								
Ally Auto Receivables Trust 2022-2	02008MAC3	4.76%	10/12/2022	5/17/2027	14,830.42	14,840.88	NR	4.76%
Ally Auto Receivables Trust 2024-2	02007NAC2	4.14%	9/27/2024	7/16/2029	74,560.13	74,681.77	AAA	4.14%
American Express Credit Account Master	02589BAE0	4.65%	7/23/2024	7/15/2029	140,000.00	141,916.15	AAA	4.65%
American Express Credit Account Master	02582JKP4	4.28%	5/13/2025	4/15/2030	280,000.00	283,195.89	AAA	4.28%
BofA Auto Trust 2024-1	09709AAC6	5.35%	5/22/2024	11/15/2028	33,596.17	33,936.28	NR	5.35%
BMW Vehicle Lease Trust 2025-1	096912AD2	4.43%	6/10/2025	6/26/2028	80,000.00	80,691.35	AAA	4.43%
BMW Vehicle Owner Trust 2024-A	096919AD7	5.18%	6/11/2024	2/26/2029	157,698.12	159,137.37	AAA	5.18%
Bank of America Auto Trust 2025-1A	05594BAD8	4.35%	5/12/2025	11/20/2029	55,000.00	55,364.42	NR	4.35%
Chase Auto Owner Trust 2025-1	16145NAC5	4.29%	7/30/2025	6/25/2030	110,000.00	110,914.16	NR	4.29%
Carmax Auto Owner Trust 2022-4	14318UAD3	5.34%	10/31/2022	8/16/2027	44,007.51	44,132.88	AAA	5.35%
Carmax Auto Owner Trust 2022-3	14318MAD1	3.97%	7/20/2022	4/15/2027	16,407.99	16,407.47	NR	3.97%
Citibank Credit Card Issuance Trust	17305EHA6	4.30%	6/26/2025	6/21/2030	350,000.00	354,064.20	AAA	4.31%
Chase Issuance Trust	161571HV9	4.60%	1/31/2024	1/15/2029	305,000.00	307,732.34	AAA	4.60%
Chase Auto Owner Trust 2024-5A	16144QAC9	4.18%	9/24/2024	8/27/2029	65,000.00	65,212.76	AAA	4.18%
Chase Auto Owner Trust 2025-2A	16144MAD6	3.86%	10/29/2025	10/25/2030	130,000.00	130,095.65	NR	3.86%
CNH Equipment Trust 2025-B	12675EAD0	4.30%	7/22/2025	10/15/2030	145,000.00	146,530.69	AAA	4.30%
CNH Equipment Trust 2023-A	12664QAC8	4.81%	4/25/2023	8/15/2028	76,395.46	76,848.44	AAA	4.81%
CNH Equipment Trust 2024-C	18978GAD6	4.03%	9/24/2024	1/15/2030	120,000.00	120,395.40	NR	4.03%
CNH Equipment Trust 2025-A	12674BAD7	4.36%	3/19/2025	8/15/2030	310,000.00	313,238.35	AAA	4.36%
CNH Equipment Trust 2024-A	18978FAC0	4.77%	1/24/2024	6/15/2029	95,619.91	96,432.85	AAA	4.78%
Capital One Prime Auto Receivables Trus	14043YAD7	3.85%	11/5/2025	7/15/2030	90,000.00	90,041.89	AAA	3.85%
Daimler Trucks Retail Trust 2023-1	233868AC2	5.90%	9/27/2023	3/15/2027	44,126.55	44,335.37	NR	5.90%
Daimler Trucks Retail Trust 2024-1	233874AC0	5.49%	4/24/2024	12/15/2027	65,552.02	66,097.10	NR	5.49%
Fifth Third Auto Trust	31680EAD3	5.53%	8/23/2023	8/15/2028	146,117.47	147,328.96	AAA	5.53%
Ford Credit Auto Owner Trust 2023-A	344928AD8	4.65%	3/31/2023	2/15/2028	36,734.73	36,830.45	AAA	4.65%
Ford Credit Auto Owner Trust 2025-A	34535KAD0	4.45%	3/25/2025	10/15/2029	230,000.00	232,282.73	AAA	4.45%
GM Financial Consumer Automobile Receiv	379930AD2	5.78%	10/11/2023	8/16/2028	67,051.64	67,727.30	AAA	5.78%
GM Financial Consumer Automobile Receiv	36265WAD5	3.64%	7/13/2022	4/16/2027	247.66	247.62	NR	3.64%
GM Financial Securitized Term Auto Rece	362583AD8	4.47%	4/12/2023	2/16/2028	39,708.22	39,777.53	AAA	4.47%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
GM Financial Consumer Automobile Receiv	36268GAD7	4.85%	1/17/2024	12/18/2028	29,014.19	29,191.23	NR	4.85%
GM Financial Securitized Term Auto Rece	38013KAD2	5.13%	7/10/2024	4/16/2029	155,000.00	156,636.15	AAA	5.13%
GM Financial Securitized Term Auto Rece	38014AAD3	4.40%	10/16/2024	8/16/2029	100,000.00	100,749.84	AAA	4.40%
GM Financial Securitized Term Auto Rece	362955AD8	4.62%	1/15/2025	12/17/2029	125,000.00	126,283.74	NR	4.62%
GM Financial Consumer Automobile Receiv	36273EAD5	3.84%	11/5/2025	2/18/2031	70,000.00	70,055.91	AAA	3.85%
Honda Auto Receivables 2023-2 Owner Tru	437927AC0	4.93%	5/30/2023	11/15/2027	62,561.66	62,851.68	AAA	4.93%
Hyundai Auto Receivables Trust 2023-A	448979AD6	4.58%	4/12/2023	4/15/2027	19,792.82	19,809.56	AAA	4.58%
Hyundai Auto Receivables Trust 2023-C	44918CAD4	5.54%	11/13/2023	10/16/2028	73,955.27	74,700.56	AAA	5.54%
Hyundai Auto Receivables Trust 2024-C	448976AD2	4.41%	10/16/2024	5/15/2029	130,000.00	131,024.76	AAA	4.41%
Harley-Davidson Motorcycle Trust 2023-A	41285JAD0	5.05%	2/23/2023	12/15/2027	37,169.12	37,281.03	NR	5.05%
Honda Auto Receivables Owner Trust 2025	43814XAD5	3.98%	11/12/2025	6/17/2030	170,000.00	170,902.50	AAA	3.98%
Huntington Auto Trust 2024-1	446144AE7	5.23%	2/22/2024	1/16/2029	86,728.33	87,574.72	AAA	5.23%
John Deere Owner Trust 2022-B	47800AAC4	3.74%	7/20/2022	2/16/2027	10,684.13	10,680.19	NR	3.74%
John Deere Owner Trust 2023-B	477920AC6	5.18%	6/28/2023	3/15/2028	44,446.45	44,719.79	NR	5.18%
John Deere Owner Trust 2024-A	47800RAD5	4.96%	3/19/2024	11/15/2028	70,000.00	70,613.40	NR	4.97%
John Deere Owner Trust 2024-B	47786WAD2	5.20%	6/18/2024	3/15/2029	130,000.00	131,852.90	NR	5.20%
John Deere Owner Trust 2024-C	477911AD3	4.06%	9/17/2024	6/15/2029	230,000.00	230,697.91	NR	4.07%
John Deere Owner Trust 2025	47800DAD6	4.23%	3/11/2025	9/17/2029	220,000.00	221,641.27	NR	4.23%
John Deere Owner Trust 2023	47800CAC0	5.01%	3/2/2023	11/15/2027	28,946.51	29,079.68	NR	5.01%
Kubota Credit Owner Trust 2022-A	50117JAC7	4.09%	7/21/2022	12/15/2026	9,511.61	9,511.89	NR	4.09%
Kubota Credit Owner Trust 2025-1	50117FAC5	4.67%	2/19/2025	6/15/2029	145,000.00	147,225.39	NR	4.67%
Kubota Credit Owner Trust 2024-2A	50117DAC0	5.26%	6/25/2024	11/15/2028	115,000.00	116,888.12	NR	5.26%
Kubota Credit Owner Trust	500945AC4	5.28%	7/26/2023	1/18/2028	76,646.71	77,218.30	NR	5.29%
Kubota Credit Owner Trust 2023-1	50117KAC4	5.02%	3/31/2023	6/15/2027	55,295.71	55,513.20	NR	5.02%
Mercedes-Benz Auto Receivables Trust 20	58768PAC8	5.21%	11/22/2022	8/16/2027	51,856.94	52,009.66	AAA	5.21%
Mercedes-Benz Auto Receivables Trust 20	58770AAC7	4.51%	1/25/2023	11/15/2027	20,439.90	20,474.07	AAA	4.51%
Mercedes-Benz Auto Receivables Trust 20	58773DAD6	4.78%	1/23/2025	12/17/2029	120,000.00	121,736.70	NR	4.78%
Nissan Auto Receivables 2022-B Owner Tr	65480JAC4	4.46%	9/28/2022	5/17/2027	24,945.03	24,971.24	AAA	4.46%
Nissan Auto Receivables Owner Trust 202	65479UAD0	5.28%	5/22/2024	12/15/2028	286,095.94	288,619.65	NR	5.28%
Nissan Auto Receivables 2025-A Owner Tr	65481GAD7	4.49%	5/27/2025	12/17/2029	280,000.00	283,663.21	NR	4.49%
Porsche Innovative Lease Owner Trust 20	73329KAD8	4.61%	5/21/2025	10/20/2028	100,000.00	101,137.02	AAA	4.61%
Porsche Financial Auto Securitization T	73328QAC8	4.81%	5/24/2023	9/22/2028	35,854.18	35,965.38	AAA	4.81%
T-Mobile US Trust 2025-2A	87268MAA3	4.34%	8/6/2025	4/22/2030	100,000.00	100,893.75	NR	4.34%
Toyota Auto Receivables Owner Trust Com	891941AD8	4.71%	5/23/2023	2/15/2028	80,229.51	80,532.56	NR	4.71%
Toyota Auto Receivables Owner Trust 202	89239FAD4	5.54%	11/14/2023	8/15/2028	49,571.25	50,117.23	AAA	5.54%
Toyota Auto Receivables 2023-A Owner Tr	891940AC2	4.63%	1/30/2023	9/15/2027	39,379.06	39,469.54	AAA	4.63%

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USAA Auto Owner Trust 2025-A	90327HAC3	3.95%	10/9/2025	12/17/2029	70,000.00	70,174.25	AAA	3.95%
Volkswagen Auto Loan Enhanced Trust 202	92869QAD1	3.92%	11/25/2025	3/20/2030	140,000.00	140,345.34	NR	3.92%
Volkswagen Auto Loan Enhanced Trust 202	92868MAD1	4.50%	3/25/2025	8/20/2029	250,000.00	252,596.10	NR	4.50%
Verizon Master Trust	92348KDY6	4.51%	3/31/2025	3/20/2030	225,000.00	226,788.26	NR	4.51%
Volvo Financial Equipment LLC 2025-1A	92887TAC5	4.46%	3/12/2025	5/15/2029	105,000.00	105,848.90	NR	4.46%
Volkswagen Auto Loan Enhanced Trust 202	92867WAD0	5.02%	6/13/2023	6/20/2028	63,215.88	63,574.26	AAA	5.03%
Volvo Financial Equipment LLC 2025-2A	92886CAC3	3.99%	9/24/2025	12/17/2029	110,000.00	110,137.50	NR	3.99%
Verizon Master Trust	92348KEN9	3.96%	9/16/2025	8/20/2031	185,000.00	185,424.00	AAA	3.96%
WF Card Issuance Trust	92970QAJ4	4.34%	6/10/2025	5/15/2030	265,000.00	268,517.85	AAA	4.34%
World Omni Auto Receivables Trust 2023-	98164JAD6	4.83%	2/15/2023	5/15/2028	46,800.17	46,904.83	AAA	4.83%
World Omni Auto Receivables Trust 2023B	98164QAD0	4.66%	4/19/2023	5/15/2028	66,205.86	66,354.48	AAA	4.66%
World Omni Auto Receivables Trust 2025A	98164YAD3	4.73%	1/29/2025	3/15/2030	140,000.00	141,521.30	AAA	4.73%
World Omni Auto Receivables Trust 2023-	98164FAD4	5.15%	8/16/2023	11/15/2028	47,907.34	48,187.96	AAA	5.15%
					8,419,907.56	**8,489,107.01**		
CORPORATE NOTES								
American Honda Finance Corp	02665WEK3	5.25%	7/7/2023	7/7/2026	100,000.00	100,692.00	BBB+	3.90%
National Rural Utilities Cooperative Fi	63743HFK3	5.60%	11/2/2023	11/13/2026	55,000.00	55,744.70	A-	3.98%
Goldman Sachs Group Inc	38145GAH3	3.50%	11/13/2023	11/16/2026	150,000.00	149,476.50	BBB+	3.91%
Bank of America Corporation	06051GLE7	5.08%	1/20/2023	1/20/2027	275,000.00	275,132.00	A-	5.04%
PNC Financial Services Group Inc	693475BL8	4.76%	1/24/2023	1/26/2027	20,000.00	20,008.00	NR	4.84%
Texas Instruments Inc	882508CE2	4.60%	2/8/2024	2/8/2027	160,000.00	161,364.80	A+	3.77%
Eli Lilly & Company	532457CJ5	4.50%	2/9/2024	2/9/2027	185,000.00	186,548.45	A+	3.72%
Cisco Systems Inc	17275RBQ4	4.80%	2/26/2024	2/26/2027	260,000.00	262,914.60	AA-	3.78%
AstraZeneca Finance LLC	04636NAK9	4.80%	2/26/2024	2/26/2027	135,000.00	136,506.60	A+	3.78%
American Honda Finance Corp	02665WFD8	4.90%	3/13/2024	3/12/2027	145,000.00	146,522.50	BBB+	3.97%
State Street Corp	857477CL5	4.99%	3/18/2024	3/18/2027	105,000.00	106,405.95	A	3.83%
Toyota Motor Credit Corp	89236TLY9	5.00%	3/21/2024	3/19/2027	120,000.00	121,725.60	A+	3.77%
Hormel Foods Corp	440452AK6	4.80%	3/8/2024	3/30/2027	80,000.00	80,860.00	A-	3.88%
Adobe Inc	00724PAE9	4.85%	4/4/2024	4/4/2027	110,000.00	111,480.60	A+	3.74%
UnitedHealth Group Inc	91324PEY4	4.60%	3/21/2024	4/15/2027	275,000.00	277,304.50	A+	3.90%
Walmart Inc.	931142FL2	4.10%	4/28/2025	4/28/2027	90,000.00	90,616.50	AA	3.54%
Caterpillar Financial Services Corp	14913UAL4	5.00%	5/14/2024	5/14/2027	150,000.00	152,487.00	A	3.71%
Cooperatieve Rabobank UA/NY	21688ABM3	4.37%	5/27/2025	5/27/2027	295,000.00	297,510.45	A+	3.70%
USAA Capital Corp	90327QD97	5.25%	6/3/2024	6/1/2027	215,000.00	219,478.45	AA-	3.70%
John Deere Capital Corp	24422EXR5	4.90%	6/11/2024	6/11/2027	175,000.00	177,955.75	A	3.68%
Home Depot Inc	437076DB5	4.88%	6/25/2024	6/25/2027	45,000.00	45,760.95	A	3.68%

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PNC Financial Services Group Inc	693475BY0	5.10%	7/23/2024	7/23/2027	150,000.00	150,834.00	A-	4.40%
BlackRock Funding Inc	09290DAH4	4.60%	7/26/2024	7/26/2027	180,000.00	182,367.00	AA-	3.71%
BMW US Capital LLC	05565ECQ6	4.60%	8/13/2024	8/13/2027	250,000.00	252,575.00	A	3.92%
Accenture Capital Inc	00440KAA1	3.90%	10/4/2024	10/4/2027	55,000.00	55,213.95	AA-	3.67%
Toyota Motor Credit Corp	89236TMS1	4.35%	10/10/2024	10/8/2027	80,000.00	80,774.40	A+	3.76%
Morgan Stanley Bank	61690U8G8	4.45%	10/18/2024	10/15/2027	250,000.00	250,972.50	A+	4.22%
National Australia Bank Ltd/New York	632525CA7	4.50%	11/26/2024	10/26/2027	250,000.00	253,330.00	AA-	3.71%
Pfizer Inc	717081FJ7	3.88%	11/21/2025	11/15/2027	90,000.00	90,295.20	A	3.67%
BP Capital Markets America Inc	10373QBY5	5.02%	5/17/2024	11/17/2027	200,000.00	203,954.00	A-	3.88%
Citibank NA	17325FBL1	4.88%	11/19/2024	11/19/2027	275,000.00	276,980.00	A+	4.26%
National Rural Utilities Cooperative Fi	63743HGB2	3.95%	12/10/2025	12/10/2027	200,000.00	200,752.00	NR	3.70%
Mastercard Inc	57636QBA1	4.10%	9/5/2024	1/15/2028	90,000.00	90,698.40	A+	3.70%
Adobe Inc	00724PAH2	4.75%	1/17/2025	1/17/2028	175,000.00	178,468.50	A+	3.70%
Wells Fargo & Co	95000U3R2	4.90%	1/24/2025	1/24/2028	90,000.00	90,757.80	BBB+	4.30%
PepsiCo Inc	713448GA0	4.45%	2/7/2025	2/7/2028	290,000.00	294,236.90	A+	3.72%
National Rural Utilities Cooperative Fi	63743HFW7	4.75%	2/7/2025	2/7/2028	40,000.00	40,606.40	NR	4.00%
Hershey Co/The	427866BK3	4.55%	2/24/2025	2/24/2028	75,000.00	76,179.00	A	3.77%
Chevron USA Inc	166756BB1	4.48%	2/26/2025	2/26/2028	235,000.00	238,654.25	AA-	3.68%
Johnson & Johnson	478160DH4	4.55%	4/10/2025	3/1/2028	285,000.00	290,383.65	AAA	3.62%
Mars Inc	571676AX3	4.60%	3/12/2025	3/1/2028	75,000.00	76,027.50	A	3.89%
Mastercard Inc	57636QBF0	4.55%	2/27/2025	3/15/2028	95,000.00	96,581.75	A+	3.75%
Advanced Micro Devices Inc	007903BJ5	4.32%	3/24/2025	3/24/2028	140,000.00	141,478.40	A	3.78%
Morgan Stanley	61747YFP5	5.65%	4/19/2024	4/13/2028	25,000.00	25,492.25	A-	4.38%
JPMorgan Chase & Co	46647PEE2	5.57%	4/22/2024	4/22/2028	270,000.00	275,370.30	A	4.29%
State Street Corp	857477DA8	4.54%	4/24/2025	4/24/2028	75,000.00	75,616.50	A	4.22%
Pacific Life Global Funding II	69448TAC5	4.45%	5/1/2025	5/1/2028	150,000.00	151,678.50	AA-	3.91%
Cintas Corp No 2	17252MAR1	4.20%	5/2/2025	5/1/2028	110,000.00	110,545.60	A-	3.94%
Cummins Inc	231021AY2	4.25%	5/9/2025	5/9/2028	20,000.00	20,155.80	A	3.86%
John Deere Capital Corp	24422EYD5	4.25%	6/5/2025	6/5/2028	80,000.00	80,920.80	A	3.69%
Air Products and Chemicals Inc	009158BN5	4.30%	6/11/2025	6/11/2028	275,000.00	277,805.00	A	3.84%
Analog Devices Inc	032654BD6	4.25%	6/16/2025	6/15/2028	220,000.00	221,815.00	A	3.86%
Target Corp	87612EBU9	4.35%	6/10/2025	6/15/2028	50,000.00	50,585.00	A	3.82%
Australia & New Zealand Banking Grp NY	05253JB75	4.36%	6/18/2025	6/18/2028	500,000.00	506,530.00	AA-	3.76%
American Express Company	025816DV8	5.04%	7/26/2024	7/26/2028	35,000.00	35,590.80	A-	4.21%
PACCAR Financial Corp	69371RT97	4.00%	8/8/2025	8/8/2028	300,000.00	301,833.00	A+	3.78%
National Rural Utilities Cooperative Fi	63743HFZ0	4.15%	8/25/2025	8/25/2028	100,000.00	100,523.00	NR	3.91%

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Home Depot Inc	437076DH2	3.75%	9/15/2025	9/15/2028	50,000.00	50,014.00	A	3.70%
Eli Lilly & Company	532457DB1	4.00%	8/20/2025	10/15/2028	150,000.00	151,009.50	A+	3.70%
Cooperatieve Rabobank UA/NY	21688ABP6	3.96%	10/17/2025	10/17/2028	250,000.00	251,047.50	A+	3.78%
Novartis Capital Corp	66989HAX6	3.90%	11/5/2025	11/5/2028	230,000.00	230,749.80	AA-	3.74%
Caterpillar Financial Services Corp	14913UBD1	3.95%	11/14/2025	11/14/2028	325,000.00	325,763.75	A	3.82%
Alphabet Inc	02079KAV9	3.88%	11/6/2025	11/15/2028	35,000.00	35,170.80	AA+	3.66%
Merck & Co Inc	58933YBW4	3.85%	12/4/2025	3/15/2029	115,000.00	114,962.05	A+	3.81%
Wells Fargo & Co	95000U3T8	4.97%	4/23/2025	4/23/2029	110,000.00	112,047.10	BBB+	4.40%
American Express Company	025816ED7	4.73%	4/25/2025	4/25/2029	140,000.00	142,147.60	A-	4.30%
Bank of America Corporation	06051GMT3	4.62%	5/9/2025	5/9/2029	200,000.00	202,654.00	A-	4.25%
Morgan Stanley	61748UAK8	4.13%	10/22/2025	10/18/2029	120,000.00	119,961.60	A-	4.26%
Goldman Sachs Group Inc	38141GD27	4.15%	10/21/2025	10/21/2029	200,000.00	199,956.00	BBB+	4.25%
Truist Bank	89788JAH2	4.14%	10/23/2025	10/23/2029	265,000.00	264,798.60	A	4.27%
					11,115,000.00	**11,223,360.35**		
U.S. TREASURIES								
United States Treasury	9128285M8		11/15/2018	11/15/2028	443,707.03	445,036.50	AAA	3.20%
United States Treasury	91282CLL3		9/16/2024	09/15/2027	2,591,214.84	2,595,528.00	AAA	3.40%
United States Treasury	91282CNY3		9/15/2025	09/15/2028	1,816,043.95	1,817,736.50	AAA	3.40%
United States Treasury	91282CPK1		11/17/2025	11/15/2028	923,107.42	924,102.75	AAA	3.50%
United States Treasury	91282CND9		5/15/2025	05/15/2028	2,016,601.57	2,036,279.25	AAA	3.70%
United States Treasury	91282CLG4		8/15/2024	08/15/2027	803,218.75	803,408.00	AAA	3.70%
United States Treasury	91282CMS7		3/17/2025	03/15/2028	401,937.50	403,276.00	AAA	3.80%
United States Treasury	91282CNM9		7/15/2025	07/15/2028	499,798.83	504,280.00	AAA	3.80%
United States Treasury	91282CLQ2		10/15/2024	10/15/2027	695,125.01	704,760.00	AAA	3.80%
United States Treasury	91282CLX7		11/15/2024	11/15/2027	1,174,794.93	1,188,547.75	AAA	4.10%
United States Treasury	91282CMF5		1/15/2025	01/15/2028	848,720.71	862,656.50	AAA	4.20%
United States Treasury	91282CKZ3		7/15/2024	07/15/2027	379,306.64	380,025.00	AAA	4.30%
United States Treasury	91282CKJ9		4/15/2024	04/15/2027	473,550.78	480,923.25	AAA	4.40%
United States Treasury	91282CKR1		5/15/2024	05/15/2027	1,494,099.61	1,520,040.00	AAA	4.40%
United States Treasury	91282CPC9		10/15/2025	10/15/2028	473,832.04	474,572.50	AAA	3.50%
United States Treasury	91282CNH0		6/16/2025	06/15/2028	451,617.19	453,928.50	AAA	3.80%
United States Treasury	91282CPP0		12/15/2025	12/15/2028	398,718.75	399,548.00	AAA	3.50%
United States Treasury	91282CNU1		8/15/2025	08/15/2028	649,302.74	651,729.00	AAA	3.60%
United States Treasury	91282CFZ9		11/30/2022	11/30/2027	371,557.62	377,711.25	AAA	3.80%
					16,906,255.91	**17,024,088.75**		
GSE AGENCY FUNDS								

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
FHLMC Multifamily Structured Pass Throu	3137BNGT5	2.75%	3/6/2023	1/1/2026	54,191.77	54,051.18	AA+	3.62%
Fannie Mae-Aces	3136ARTE8	2.70%	10/12/2022	2/1/2026	73,005.69	72,761.23	AA+	3.62%
FHLMC Multifamily Structured Pass Throu	3137FNWX4	2.28%	10/11/2023	7/1/2026	176,758.34	175,294.81	AA+	3.80%
FHLMC Multifamily Structured Pass Throu	3137BRQJ7	2.57%	3/7/2023	7/1/2026	319,794.04	317,510.97	AA+	3.77%
FHLMC Multifamily Structured Pass Throu	3137BSRE5	3.12%	11/20/2023	9/1/2026	296,064.30	294,234.62	AA+	3.76%
FHLMC Multifamily Structured Pass Throu	3137BTUM1	3.35%	5/24/2023	11/1/2026	119,094.12	118,430.02	AA+	3.76%
FHLMC Multifamily Structured Pass Throu	3137F2LJ3	3.12%	4/11/2025	6/1/2027	225,000.00	222,910.40	AA+	3.68%
Fannie Mae-Aces	3136BTGM9	3.00%	12/17/2024	7/1/2027	300,000.00	296,526.18	AA+	3.71%
FHLMC Multifamily Structured Pass Throu	3137FBBX3	3.24%	6/21/2024	8/1/2027	200,000.00	198,243.74	AA+	3.67%
FHLMC Multifamily Structured Pass Throu	3137F64P9	1.34%	11/4/2024	9/1/2027	342,895.72	330,957.73	AA+	3.69%
FHLMC Multifamily Structured Pass Throu	3137FBU79	3.19%	6/21/2024	9/1/2027	194,227.38	192,144.98	AA+	3.71%
FHLMC Multifamily Structured Pass Throu	3137FCJK1	3.30%	8/1/2024	11/1/2027	125,000.00	123,840.20	AA+	3.71%
Fannie Mae Pool	3138EJ3U0	2.50%	11/29/2019	11/1/2027	14,440.43	14,269.62	AA+	3.95%
Fannie Mae Pool	3138MFUC9	2.50%	9/30/2019	11/1/2027	8,964.23	8,853.38	AA+	3.91%
Fannie Mae Pool	3138MQVM2	2.50%	9/20/2019	12/1/2027	6,675.25	6,587.38	AA+	3.87%
FHLMC Multifamily Structured Pass Throu	3137FETN0	3.35%	3/12/2025	1/1/2028	300,000.00	297,222.78	AA+	3.72%
FHLMC Multifamily Structured Pass Throu	3137F4D41	3.60%	3/4/2025	1/1/2028	199,792.89	198,839.98	AA+	3.72%
Fannie Mae Remics	3136AAZ57	1.25%	2/12/2020	1/1/2028	13,794.29	13,505.71	AA+	3.89%
FHLMC Multifamily Structured Pass Throu	3137F4X72	3.65%	3/10/2025	2/1/2028	250,000.00	249,031.63	AA+	3.71%
Freddie Mac Pool	3132A7WA5	2.00%	5/18/2020	3/1/2028	16,125.64	15,851.67	AA+	4.00%
FHLMC Multifamily Structured Pass Throu	3137FEZU7	3.90%	3/7/2025	4/1/2028	275,000.00	275,294.50	AA+	3.72%
FHLMC Multifamily Structured Pass Throu	3137H14B9	1.77%	5/28/2025	5/1/2028	275,000.00	262,502.68	AA+	3.74%
FHLMC Multifamily Structured Pass Throu	3137FG6X8	3.85%	6/11/2025	5/1/2028	250,000.00	250,005.20	AA+	3.72%
Fannie Mae Pool	3138EKZY4	3.00%	12/31/2019	5/1/2028	27,652.37	27,374.76	AA+	3.87%
Freddie Mac Gold Pool	31307B5M8	2.50%	2/18/2020	5/1/2028	16,984.96	16,758.06	AA+	3.86%
FHLMC Multifamily Structured Pass Throu	3137FGZT5	3.93%	4/22/2025	6/1/2028	250,000.00	250,365.70	AA+	3.74%
Fannie Mae Pool	3140J83Q4	2.50%	12/31/2019	9/1/2028	37,322.27	36,788.98	AA+	3.87%
Fannie Mae Pool	3140X4TN6	2.50%	12/17/2019	9/1/2028	14,831.13	14,637.46	AA+	3.94%
Fannie Mae Pool	3140J8MC4	2.50%	12/31/2019	12/1/2028	29,336.74	28,930.48	AA+	3.90%
Fannie Mae Pool	3140J94Y4	2.50%	8/19/2019	3/1/2029	6,447.31	6,355.11	AA+	3.83%
Fannie Mae Pool	3138ETXC5	3.00%	2/19/2019	3/1/2029	4,441.72	4,402.59	AA+	3.97%
Fannie Mae Pool	3138Y8UX6	2.50%	3/18/2019	11/1/2029	10,504.51	10,256.47	AA+	3.92%
Fannie Mae Remics	3136B9VJ3	2.00%	6/11/2020	5/1/2030	12,073.22	11,795.61	AA+	3.78%
Fannie Mae Pool	3140J86X6	3.00%	1/31/2020	9/1/2030	30,022.08	29,720.95	AA+	3.87%
Fannie Mae Pool	3140J9DU2	3.00%	8/17/2021	3/1/2033	37,868.23	37,082.11	AA+	3.85%
Fannie Mae Pool	3140X9G25	3.00%	9/21/2021	12/1/2034	67,615.60	65,951.58	AA+	3.82%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
					4,580,924.23	4,529,290.45		
TOTAL MANAGED INVESTMENTS					41,022,087.70	41,265,846.56		

Citrus County Board of County Commissioners

TRACI PERRY, CPM
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
CITRUS COUNTY, FLORIDA

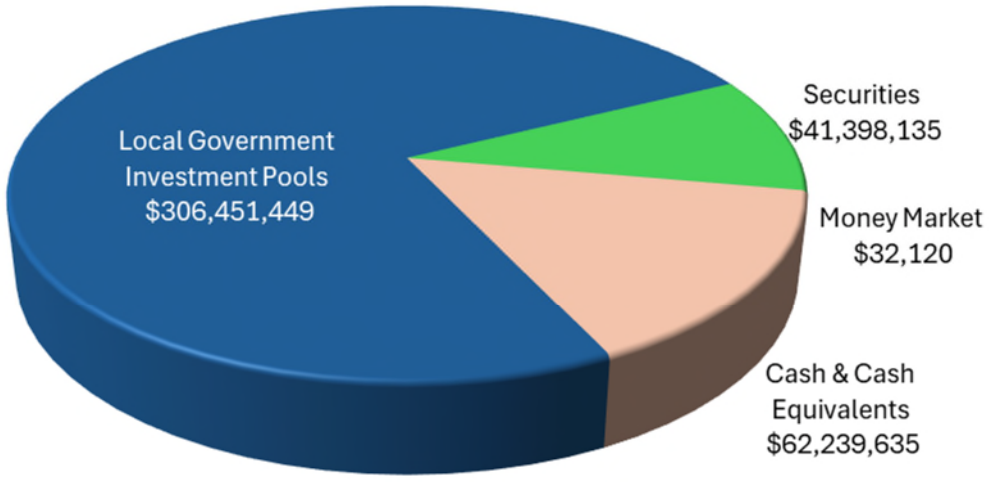
Quarterly Investment Report

For the Period Ended March 31, 2026

As custodian of county funds, the Clerk & Comptroller invests surplus public funds, producing the best and safest possible returns, ultimately reducing the burden on taxpayers. Financial Services is responsible for managing the county's banking relationships and cash forecasting process.

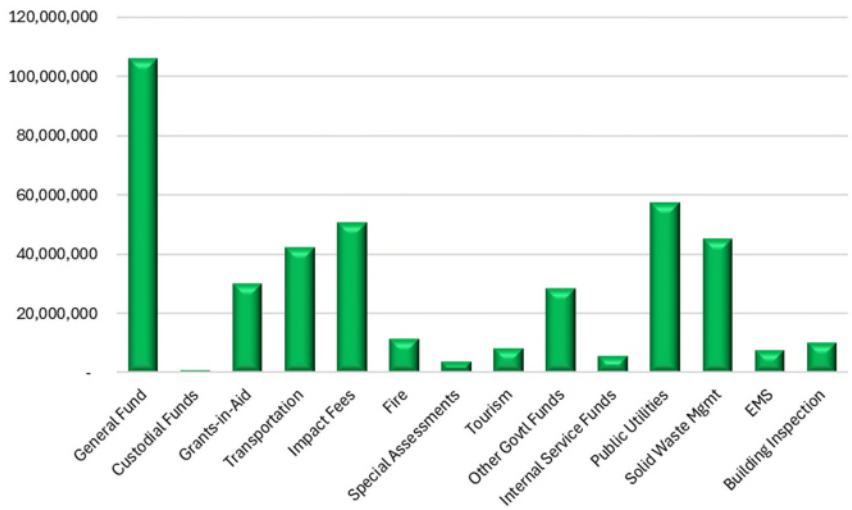
An investment advisor proactively manages the County's portfolio to maximize investment earnings, while ensuring that tax dollars are protected. The Citrus County Investment Policy governs investments and provides guidelines related to risk management and reporting requirements. The policy is based upon requirements in the Florida Statutes.

The following chart depicts the allocation of cash and investments by instrument type.



Realized gains or losses occur when an investment is sold, or interest is paid. Unrealized gains or losses reflect the change in the value of an investment at a point in time before it is sold.

	Unrealized Gains/Losses	Realized Earnings	Total Income
January 2025	$ (18,110)	$ 1,298,330	$ 1,280,219
February 2025	119,121	1,194,268	1,313,388
March 2025	(416,317)	1,386,985	970,667
	$ (315,307)	$ 3,879,582	$ 3,564,275



Cash & Investments by Fund Type	
General Fund	105,681,493
Custodial Funds	1,222,966
Grants-in-Aid	30,239,788
Transportation	42,519,105
Impact Fees	50,827,944
Fire	11,577,904
Special Assessments	3,963,251
Tourism	8,591,375
Other Govtl Funds	28,771,359
Internal Service Funds	5,875,981
Public Utilities	57,355,056
Solid Waste Mgmt	45,233,047
EMS	7,835,676
Building Inspection	10,426,393
	$410,121,339

The County's Investment Policy contains all required sections per Section 218.415, Florida Statutes

The County's Investment Policy contains all required sections necessary to be certified by the APT US & C

The County's Investment Policy contains all the GFOA's best practice recommendations

Citrus County Board of County Commissioners

Quarterly Invesment Report - Summary of Holdings

For the Period Ended March 31, 2026

Investments	March 31, 2025 Book Value	March 31, 2025 % of Portfolio	March 31, 2026 Book Value	March 31, 2026 % of Portfolio	Portfolio Maximum	Issuer Limitation	Compliant
Cash and Cash Equivalents	**$ 37,514,916**	**10.04%**	**62,239,635**	**15.18%**	N/A	N/A	Yes
Florida PRIME	**154,502,583**	**41.35%**	**158,441,155**	**38.63%**	60%	N/A	Yes
Local Government Investment Pools	**141,850,117**	**37.97%**	**148,010,294**	**36.09%**	75%	N/A	Yes
Money Market Fund	**92,157**	**0.02%**	**32,120**	**0.01%**	50%	25%	Yes
Securities							
Municipal Bond	89,260	0.02%	-	0.00%	25%	5%	Yes
Corporate Paper	8,115,951	2.17%	12,842,604	3.13%	35%	5%	Yes
U.S. Government-Sponsored Entities (GSE)	4,273,337	1.14%	3,717,897	0.91%	80%	40%	Yes
Asset Backed Securities	8,583,240	2.30%	9,234,218	2.25%	25%	15%	Yes
Treasury Notes	18,594,922	4.98%	15,603,416	3.80%	100%	25%	Yes
Subtotal Securities	**$ 39,656,710**	**10.61%**	**$ 41,398,135**	**10.09%**			
Total Portfolio Book Value	**$ 373,616,483**	**100%**	**$ 410,121,339**	**100%**			

Citrus County Board of County Commissioners

Quarterly Investment Report - Detail of Holdings

For the Period Ended March 31, 2026

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
ASSET BACKED SECURITIES								
Ally Auto Receivables Trust 2024-2	02007NAC2	4.14%	9/27/2024	7/16/2029	56,336.06	60,813.71	AAA	4.10%
American Express Credit Account Master	02589BAE0	4.65%	7/23/2024	7/15/2029	140,000.00	141,046.96	AAA	4.60%
American Express Credit Account Master	02582JKP4	4.28%	5/13/2025	4/15/2030	280,000.00	280,969.36	AAA	4.30%
BofA Auto Trust 2024-1	09709AAC6	5.35%	5/22/2024	11/15/2028	23,842.66	26,501.11	NR	5.30%
BMW Vehicle Lease Trust 2025-1	096912AD2	4.43%	6/10/2025	6/26/2028	80,000.00	80,264.58	AAA	4.40%
BMW Vehicle Owner Trust 2024-A	096919AD7	5.18%	6/11/2024	2/26/2029	127,176.87	128,014.72	AAA	5.10%
Bank of America Auto Trust 2025-1A	05594BAD8	4.35%	5/12/2025	11/20/2029	55,000.00	55,156.84	NR	4.30%
Chase Auto Owner Trust 2025-1	16145NAC5	4.29%	7/30/2025	6/25/2030	110,000.00	110,226.63	NR	4.30%
Carmax Auto Owner Trust 2022-4	14318UAD3	5.34%	10/31/2022	8/16/2027	9,141.72	18,334.36	AAA	5.30%
Citibank Credit Card Issuance Trust	17305EHA6	4.30%	6/26/2025	6/21/2030	350,000.00	351,033.80	AAA	4.30%
Chase Issuance Trust	161571HV9	4.60%	1/31/2024	1/15/2029	305,000.00	306,381.99	AAA	4.60%
Chase Auto Owner Trust 2024-5A	16144QAC9	4.18%	9/24/2024	8/27/2029	65,000.00	65,022.30	AAA	4.20%
Chase Auto Owner Trust 2025-2A	16144MAD6	3.86%	10/29/2025	10/25/2030	130,000.00	129,286.56	NR	3.90%
CNH Equipment Trust 2025-B	12675EAD0	4.30%	7/22/2025	10/15/2030	145,000.00	145,286.74	AAA	4.30%
CNH Equipment Trust 2023-A	12664QAC8	4.81%	4/25/2023	8/15/2028	44,940.72	50,545.35	AAA	4.80%
CNH Equipment Trust 2024-C	18978GAD6	4.03%	9/24/2024	1/15/2030	120,000.00	119,792.98	NR	4.00%
CNH Equipment Trust 2025-A	12674BAD7	4.36%	3/19/2025	8/15/2030	310,000.00	311,416.82	AAA	4.30%
CNH Equipment Trust 2024-A	18978FAC0	4.77%	1/24/2024	6/15/2029	73,121.14	76,708.18	AAA	4.70%
CNH Equipment Trust 2026-1	189920AD3	4.00%	1/28/2026	5/15/2031	70,000.00	69,683.96	NR	4.00%
Capital One Prime Auto Receivables Trus	14043YAD7	3.85%	11/5/2025	7/15/2030	90,000.00	89,539.78	AAA	3.90%
Daimler Trucks Retail Trust 2023-1	233868AC2	5.90%	9/27/2023	3/15/2027	17,606.17	24,826.60	NR	5.90%
Daimler Trucks Retail Trust 2024-1	233874AC0	5.49%	4/24/2024	12/15/2027	45,262.21	50,628.34	NR	5.50%
Enterprise Fleet Financing LLC 2026-1	29376JAC7	4.12%	1/28/2026	3/20/2030	75,000.00	74,540.30	AAA	4.10%
Fifth Third Auto Trust	31680EAD3	5.53%	8/23/2023	8/15/2028	99,215.00	112,276.46	AAA	5.50%
Ford Credit Auto Owner Trust 2023-A	344928AD8	4.65%	3/31/2023	2/15/2028	21,009.65	24,753.17	AAA	4.60%
Ford Credit Auto Owner Trust 2025-A	34535KAD0	4.45%	3/25/2025	10/15/2029	230,000.00	231,026.03	AAA	4.40%
GM Financial Consumer Automobile Receiv	379930AD2	5.78%	10/11/2023	8/16/2028	47,103.61	52,511.60	AAA	5.70%
GM Financial Securitized Term Auto Rece	362583AD8	4.47%	4/12/2023	2/16/2028	22,901.44	27,182.41	AAA	4.50%
GM Financial Consumer Automobile Receiv	36268GAD7	4.85%	1/17/2024	12/18/2028	21,001.44	23,125.05	NR	4.80%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
GM Financial Securitized Term Auto Rece	38013KAD2	5.13%	7/10/2024	4/16/2029	126,060.42	137,064.45	AAA	5.10%
GM Financial Securitized Term Auto Rece	38014AAD3	4.40%	10/16/2024	8/16/2029	100,000.00	100,234.33	AAA	4.40%
GM Financial Securitized Term Auto Rece	362955AD8	4.62%	1/15/2025	12/17/2029	125,000.00	125,691.15	NR	4.60%
GM Financial Consumer Automobile Receiv	36273EAD5	3.84%	11/5/2025	2/18/2031	70,000.00	69,583.00	AAA	3.90%
GM Financial Securitized Term Auto Rece	362970AC9	3.84%	1/14/2026	5/16/2031	75,000.00	74,460.41	AAA	3.90%
Hyundai Auto Lease Securitization Trust	448970AD5	3.97%	1/21/2026	12/15/2028	100,000.00	99,641.98	AAA	4.00%
Honda Auto Receivables 2023-2 Owner Tru	437927AC0	4.93%	5/30/2023	11/15/2027	37,088.62	43,432.55	AAA	4.90%
Honda Auto Receivables Owner Trust 2026	43815CAD0	3.78%	2/18/2026	9/23/2030	105,000.00	104,129.61	NR	3.80%
Honda Auto Receivables 2023-2 Owner Tru	448979AD6	4.00%	12/12/2025	6/17/2030	2,633.50	2,634.16	#N/A	4.60%
Hyundai Auto Receivables Trust 2023-C	44918CAD4	5.54%	11/13/2023	10/16/2028	52,954.33	58,804.82	AAA	5.50%
Hyundai Auto Receivables Trust 2024-C	448976AD2	4.41%	10/16/2024	5/15/2029	130,000.00	130,466.06	AAA	4.40%
Hyundai Auto Receivables Trust 2026-A	448981AD2	3.79%	2/18/2026	2/18/2031	125,000.00	123,943.41	AAA	3.80%
Harley-Davidson Motorcycle Trust 2023-A	41285JAD0	5.05%	2/23/2023	12/15/2027	16,431.37	22,075.09	NR	5.00%
Honda Auto Receivables Owner Trust 2025	43814XAD5	3.98%	11/12/2025	6/17/2030	170,000.00	169,119.01	AAA	4.00%
Huntington Auto Trust 2024-1	446144AE7	5.23%	2/22/2024	1/16/2029	65,978.60	71,825.45	AAA	5.20%
John Deere Owner Trust 2022-B	47800AAC4	3.74%	7/20/2022	02/16/2027	56.59	56.59	#N/A	3.70%
John Deere Owner Trust 2023-B	477920AC6	5.18%	6/28/2023	3/15/2028	27,096.89	31,110.81	NR	5.20%
John Deere Owner Trust 2024-A	47800RAD5	4.96%	3/19/2024	11/15/2028	53,467.29	57,430.40	NR	4.90%
John Deere Owner Trust 2024-B	47786WAD2	5.20%	6/18/2024	3/15/2029	120,000.08	130,767.01	NR	5.20%
John Deere Owner Trust 2024-C	477911AD3	4.06%	9/17/2024	6/15/2029	230,000.00	230,011.96	NR	4.10%
John Deere Owner Trust 2025	47800DAD6	4.23%	3/11/2025	9/17/2029	220,000.00	220,614.72	NR	4.20%
John Deere Owner Trust 2026	47787DAD3	3.87%	3/18/2026	8/15/2030	80,000.00	79,524.98	NR	3.90%
John Deere Owner Trust 2023	47800CAC0	5.01%	3/2/2023	11/15/2027	17,041.08	19,684.21	NR	5.00%
Kubota Credit Owner Trust 2025-1	50117FAC5	4.67%	2/19/2025	6/15/2029	145,000.00	146,076.45	NR	4.60%
Kubota Credit Owner Trust 2026-1A	50118HAC0	3.87%	2/25/2026	5/15/2030	100,000.00	98,954.58	NR	3.90%
Kubota Credit Owner Trust 2024-2A	50117DAC0	5.26%	6/25/2024	11/15/2028	115,000.00	116,312.68	NR	5.20%
Kubota Credit Owner Trust	500945AC4	5.28%	7/26/2023	1/18/2028	52,132.86	58,706.08	NR	5.20%
Kubota Credit Owner Trust 2023-1	50117KAC4	5.02%	3/31/2023	6/15/2027	27,273.37	34,386.01	NR	5.00%
Mercedes-Benz Auto Receivables Trust 20	58768PAC8	5.21%	11/22/2022	8/16/2027	16,160.58	24,971.05	AAA	5.20%
Mercedes-Benz Auto Receivables Trust 20	58770AAC7	4.51%	1/25/2023	11/15/2027	9,424.19	12,168.17	AAA	4.50%
Mercedes-Benz Auto Receivables Trust 20	58773DAD6	4.78%	1/23/2025	12/17/2029	120,000.00	120,934.42	NR	4.70%
Nissan Auto Receivables 2022-B Owner Tr	65480JAC4	4.46%	9/28/2022	5/17/2027	7,743.43	12,099.66	AAA	4.50%
Nissan Auto Receivables Owner Trust 202	65479UAD0	5.28%	5/22/2024	12/15/2028	209,404.87	230,600.48	NR	5.20%
Nissan Auto Receivables 2025-A Owner Tr	65481GAD7	4.49%	5/27/2025	12/17/2029	280,000.00	281,772.90	NR	4.50%
Porsche Innovative Lease Owner Trust 20	73329KAD8	4.61%	5/21/2025	10/20/2028	100,000.00	100,639.27	AAA	4.60%
Porsche Financial Auto Securitization T	73328QAC8	4.81%	5/24/2023	9/22/2028	23,079.75	23,136.60	AAA	4.80%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
T-Mobile US Trust 2025-2A	87268MAA3	4.34%	8/6/2025	4/22/2030	100,000.00	100,142.25	NR	4.30%
Toyota Auto Receivables Owner Trust Com	891941AD8	4.71%	5/23/2023	2/15/2028	52,820.36	60,088.15	NR	4.70%
Toyota Auto Receivables Owner Trust 202	89240KAD0	3.86%	1/21/2026	9/16/2030	100,000.00	99,338.06	AAA	3.90%
Toyota Lease Owner Trust 2026-A	89240MAD6	3.82%	2/17/2026	2/20/2029	220,000.00	218,571.89	AAA	3.80%
T-Mobile US Trust 2026-1	87269AAA8	4.25%	3/20/2026	10/21/2030	260,000.00	259,557.30	NR	4.30%
Toyota Auto Receivables Owner Trust 202	89239FAD4	5.54%	11/14/2023	8/15/2028	36,876.71	40,506.60	AAA	5.50%
Toyota Auto Receivables 2023-A Owner Tr	891940AC2	4.63%	1/30/2023	9/15/2027	20,165.82	25,140.44	AAA	4.60%
USAA Auto Owner Trust 2025-A	90327HAC3	3.95%	10/9/2025	12/17/2029	70,000.00	69,844.60	AAA	4.00%
Volkswagen Auto Loan Enhanced Trust 202	92869QAD1	3.92%	11/25/2025	3/20/2030	140,000.00	139,280.48	NR	3.90%
Volkswagen Auto Loan Enhanced Trust 202	92868MAD1	4.50%	3/25/2025	8/20/2029	250,000.00	251,374.20	NR	4.50%
Verizon Master Trust	92348KDY6	4.51%	3/31/2025	3/20/2030	225,000.00	226,005.30	NR	4.50%
Volvo Financial Equipment LLC 2025-1A	92887TAC5	4.46%	3/12/2025	5/15/2029	105,000.00	105,438.82	NR	4.40%
Volkswagen Auto Loan Enhanced Trust 202	92867WAD0	5.02%	6/13/2023	6/20/2028	42,470.59	47,884.38	AAA	5.00%
Volvo Financial Equipment LLC Series 20	92886FAC6	3.93%	3/11/2026	5/15/2030	100,000.00	99,351.48	NR	4.20%
Volvo Financial Equipment LLC 2025-2A	92886CAC3	3.99%	9/24/2025	12/17/2029	110,000.00	109,517.29	NR	4.00%
Verizon Master Trust	92348KEN9	3.96%	9/16/2025	8/20/2031	185,000.00	184,161.06	AAA	4.00%
WF Card Issuance Trust	92970QAJ4	4.34%	6/10/2025	5/15/2030	265,000.00	266,376.44	AAA	4.30%
World Omni Auto Receivables Trust 2023-	98164JAD6	4.83%	2/15/2023	5/15/2028	24,256.57	30,166.67	AAA	4.80%
World Omni Auto Receivables Trust 2023B	98164QAD0	4.66%	4/19/2023	5/15/2028	37,820.35	45,063.52	AAA	4.70%
World Omni Auto Receivables Trust 2025A	98164YAD3	4.73%	1/29/2025	3/15/2030	140,000.00	140,979.54	AAA	4.70%
World Omni Auto Receivables Trust 2026-	98190AAD3	3.86%	2/18/2026	5/15/2031	80,000.00	79,321.88	AAA	3.90%
World Omni Auto Receivables Trust 2023-	98164FAD4	5.15%	8/16/2023	11/15/2028	31,867.84	36,146.47	AAA	5.10%
					9,013,964.72	**9,234,218.02**		
CORPORATE NOTES								
Abbott Laboratories	002824BR0	3.70%	3/9/2026	3/9/2029	334,574.55	331,016.85	A+	3.70%
AbbVie Inc	00287YED7	3.78%	3/4/2026	3/3/2028	94,967.70	94,361.60	A-	3.80%
Accenture Capital Inc	00440KAA1	3.90%	10/4/2024	10/4/2027	54,929.05	54,898.80	AA-	3.90%
Adobe Inc	00724PAH2	4.75%	1/17/2025	1/17/2028	174,907.25	177,145.50	A+	4.70%
Adobe Inc	00724PAE9	4.85%	4/4/2024	4/4/2027	109,945.00	110,766.70	A+	4.80%
Advanced Micro Devices Inc	007903BJ5	4.32%	3/24/2025	3/24/2028	140,000.00	140,884.80	A	4.30%
Air Products and Chemicals Inc	009158BN5	4.30%	6/11/2025	6/11/2028	274,815.75	275,910.25	A	4.30%
Alphabet Inc	02079KBJ5	3.70%	2/13/2026	2/15/2029	39,854.80	39,656.40	AA+	3.70%
Alphabet Inc	02079KAV9	3.88%	11/6/2025	11/15/2028	34,969.90	34,886.60	AA+	3.90%
American Express Company	025816DV8	5.04%	7/26/2024	7/26/2028	35,000.00	35,301.35	A-	5.00%
American Express Company	025816ED7	4.73%	4/25/2025	4/25/2029	140,000.00	140,884.80	A-	4.70%
American Honda Finance Corp	02665WFD8	4.90%	3/13/2024	3/12/2027	144,920.25	145,498.80	BBB+	4.90%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
Analog Devices Inc	032654BD6	4.25%	6/16/2025	6/15/2028	219,762.40	220,347.60	A-	4.20%
AstraZeneca Finance LLC	04636NAK9	4.80%	2/26/2024	2/26/2027	134,773.20	135,765.45	A+	4.80%
Australia & New Zealand Banking Grp NY	05253JB75	4.36%	6/18/2025	6/18/2028	500,000.00	502,065.00	AA-	4.30%
Bank of America Corporation	06051GMT3	4.62%	5/9/2025	5/9/2029	200,000.00	200,870.00	A-	4.60%
BlackRock Funding Inc	09290DAH4	4.60%	7/26/2024	7/26/2027	179,994.60	181,222.20	AA-	4.60%
BMW US Capital LLC	05565EDG7	4.40%	3/19/2026	3/19/2029	399,600.00	399,256.00	A	4.40%
BMW US Capital LLC	05565ECQ6	4.60%	8/13/2024	8/13/2027	249,980.00	250,732.50	A	4.60%
BP Capital Markets America Inc	10373QBY5	5.02%	5/17/2024	11/17/2027	200,000.00	202,626.00	A-	5.00%
Caterpillar Financial Services Corp	14913UAL4	5.00%	5/14/2024	5/14/2027	149,835.00	151,455.00	A	5.00%
Caterpillar Financial Services Corp	14913UBD1	3.95%	11/14/2025	11/14/2028	324,827.75	323,443.25	A	4.00%
Chevron USA Inc	166756BB1	4.48%	2/26/2025	2/26/2028	235,000.00	236,778.95	AA-	4.40%
Cintas Corp No 2	17252MAR1	4.20%	5/2/2025	5/1/2028	109,859.20	109,813.00	A-	4.20%
Citibank NA	17325FBL1	4.88%	11/19/2024	11/19/2027	275,000.00	275,891.00	A+	4.90%
Commonwealth Bank of Australia/NY	20271RAX8	4.36%	3/27/2026	3/27/2029	250,000.00	250,717.50	AA-	4.30%
Cooperatieve Rabobank UA/NY	21688ABM3	4.37%	5/27/2025	5/27/2027	295,000.00	295,781.75	A+	4.40%
Cooperatieve Rabobank UA/NY	21688ABP6	3.96%	10/17/2025	10/17/2028	250,000.00	249,052.50	A+	4.00%
Cummins Inc	231021AY2	4.25%	5/9/2025	5/9/2028	19,986.00	20,028.20	A	4.20%
Eli Lilly & Company	532457DB1	4.00%	8/20/2025	10/15/2028	149,926.50	149,833.50	A+	4.00%
Goldman Sachs Group Inc	38141GD27	4.15%	10/21/2025	10/21/2029	200,000.00	198,134.00	BBB+	4.20%
Hershey Co/The	427866BK3	4.55%	2/24/2025	2/24/2028	74,948.25	75,548.25	A	4.50%
Home Depot Inc	437076DB5	4.88%	6/25/2024	6/25/2027	44,851.05	45,434.25	A	4.80%
Home Depot Inc	437076CW0	4.90%	3/10/2026	4/15/2029	205,034.00	203,794.00	A	4.80%
Home Depot Inc	437076DH2	3.75%	9/15/2025	9/15/2028	49,967.50	49,681.50	A	3.80%
Hormel Foods Corp	440452AK6	4.80%	3/8/2024	3/30/2027	79,922.40	80,353.60	A-	4.80%
John Deere Capital Corp	24422EYK9	3.90%	3/10/2026	3/9/2029	89,879.40	89,422.20	A	3.90%
John Deere Capital Corp	24422EYD5	4.25%	6/5/2025	6/5/2028	79,928.80	80,252.00	A	4.20%
John Deere Capital Corp	24422EXR5	4.90%	6/11/2024	6/11/2027	174,783.00	176,729.00	A	4.90%
Johnson & Johnson	478160DH4	4.55%	4/10/2025	3/1/2028	286,568.70	288,317.40	AAA	4.50%
JPMorgan Chase & Co	46647PEE2	5.57%	4/22/2024	4/22/2028	270,000.00	273,296.70	A	5.50%
Mars Inc	571676AX3	4.60%	3/12/2025	3/1/2028	74,999.25	75,452.25	A	4.60%
MassMutual Global Funding II	57629TCB1	4.00%	1/22/2026	1/22/2029	199,748.00	197,888.00	AA+	4.00%
Mastercard Inc	57636QBA1	4.10%	9/5/2024	1/15/2028	89,950.50	90,129.60	A+	4.10%
Mastercard Inc	57636QBF0	4.55%	2/27/2025	3/15/2028	94,927.80	95,862.60	A+	4.50%
Mercedes-Benz Finance North America LLC	58769JBP1	4.25%	3/10/2026	3/10/2029	154,934.90	153,880.90	A	4.30%
Merck & Co Inc	58933YBW4	3.85%	12/4/2025	3/15/2029	114,829.80	114,165.10	A+	3.90%
Morgan Stanley	61748UAK8	4.13%	10/22/2025	10/18/2029	120,000.00	118,608.00	A-	4.20%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
Morgan Stanley	61747YFP5	5.65%	4/19/2024	4/13/2028	25,000.00	25,298.75	A-	5.60%
Morgan Stanley Bank	61690U8G8	4.45%	10/18/2024	10/15/2027	250,000.00	250,155.00	A+	4.40%
National Australia Bank Ltd/New York	632525CA7	4.50%	11/26/2024	10/26/2027	249,272.50	251,362.50	AA-	4.50%
National Rural Utilities Cooperative Fi	63743HFZ0	4.15%	8/25/2025	8/25/2028	99,888.00	99,673.00	A2	4.20%
National Rural Utilities Cooperative Fi	63743HGB2	3.95%	12/10/2025	12/10/2027	199,852.00	199,042.00	A2	4.00%
Novartis Capital Corp	66989HAX6	3.90%	11/5/2025	11/5/2028	230,008.15	228,873.00	AA-	3.90%
Novartis Capital Corp	66989HBF4	4.10%	3/18/2026	3/16/2029	129,847.90	129,844.00	AA-	4.10%
National Rural Utilities Cooperative Fi	63743HFW7	4.75%	2/7/2025	2/7/2028	39,982.40	40,296.00	A2	4.70%
PACCAR Financial Corp	69371RT97	4.00%	8/8/2025	8/8/2028	299,823.00	299,787.00	A+	4.00%
Pacific Life Global Funding II	69448TAC5	4.45%	5/1/2025	5/1/2028	149,991.00	150,196.50	AA-	4.40%
PEPSICO INC	713448GA0	4.45%	2/7/2025	2/7/2028	289,878.20	292,322.90	A+	4.40%
Pfizer Inc	717081FJ7	3.88%	11/21/2025	11/15/2027	89,990.10	89,804.70	A	3.90%
PNC Financial Services Group Inc	693475BY0	5.10%	7/23/2024	7/23/2027	150,000.00	150,282.00	A-	5.10%
PNC Financial Services Group Inc	693475CG8	4.08%	1/26/2026	1/26/2029	120,000.00	119,366.40	A-	4.10%
Salesforce Inc	79466LAQ7	4.50%	3/13/2026	3/15/2028	279,776.00	280,072.80	A+	4.50%
State Street Corp	857477DA8	4.54%	4/24/2025	4/24/2028	75,000.00	75,151.50	A	4.50%
State Street Corp	857477CL5	4.99%	3/18/2024	3/18/2027	105,000.00	105,718.20	A	5.00%
Target Corp	87612EBU9	4.35%	6/10/2025	6/15/2028	49,999.50	50,232.50	A	4.30%
Texas Instruments Inc	882508CE2	4.60%	2/8/2024	2/8/2027	159,897.60	160,664.00	A+	4.60%
Toyota Motor Credit Corp	89236TPQ2	4.05%	3/13/2026	3/13/2029	239,913.60	238,560.00	A+	4.10%
Toyota Motor Credit Corp	89236TMS1	4.35%	10/10/2024	10/8/2027	79,968.80	80,237.60	A+	4.30%
Toyota Motor Credit Corp	89236TLY9	5.00%	3/21/2024	3/19/2027	119,854.80	120,918.00	A+	5.00%
Toyota Motor Credit Corp	89236TPF6	3.75%	1/12/2026	1/12/2028	129,890.80	129,051.00	A+	3.80%
Truist Bank	89788JAH2	4.14%	10/23/2025	10/23/2029	265,000.00	262,477.20	A	4.20%
UnitedHealth Group Inc	91324PEY4	4.60%	3/21/2024	4/15/2027	273,083.25	276,083.50	A+	4.60%
USAA Capital Corp	90327QD97	5.25%	6/3/2024	6/1/2027	214,378.65	217,618.70	AA-	5.20%
Walmart	931142FL2	4.10%	4/28/2027	4/28/2025	89,988.30	90,147.60	AA	4.10%
Wells Fargo & Co	95000U3R2	4.90%	1/24/2025	1/24/2028	90,000.00	90,326.70	BBB+	4.90%
Wells Fargo & Co	95000U3T8	4.97%	4/23/2025	4/23/2029	110,000.00	110,953.70	BBB+	4.90%
Wells Fargo & Co	95000U4D2	4.18%	1/23/2026	1/23/2030	85,000.00	84,246.90	BBB+	4.20%
					12,817,986.80	**12,842,604.85**		
U.S. TREASURIES								
U.S. Treasury	9128285M8	3.13%	11/15/2018	11/15/2028	443,707.03	442,251.00	AAA	3.20%
U.S. Treasury	91282CLL3	3.38%	9/16/2024	09/15/2027	1,294,464.84	1,291,654.00	AAA	3.40%
U.S. Treasury	91282CNY3	3.38%	9/15/2025	09/15/2028	1,816,043.95	1,806,330.25	AAA	3.40%
U.S. Treasury	91282CPT2	3.50%	1/15/2026	01/15/2029	523,054.69	520,569.00	AAA	3.50%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
U.S. Treasury	91282CQA2	3.50%	2/17/2026	02/15/2029	2,075,721.68	2,057,092.75	AAA	3.50%
U.S. Treasury	91282CPK1	3.50%	11/17/2025	11/15/2028	923,107.42	917,590.75	AAA	3.50%
U.S. Treasury	91282CND9	3.75%	5/15/2025	05/15/2028	2,016,601.57	2,022,509.25	AAA	3.80%
U.S. Treasury	91282CMS7	3.88%	3/17/2025	03/15/2028	401,937.50	400,500.00	AAA	3.90%
U.S. Treasury	91282CNM9	3.88%	7/15/2025	07/15/2028	499,798.83	500,655.00	AAA	3.90%
U.S. Treasury	91282CLQ2	3.88%	10/15/2024	10/15/2027	695,125.01	700,525.00	AAA	3.90%
U.S. Treasury	91282CLX7	4.13%	11/15/2024	11/15/2027	1,174,794.93	1,180,193.50	AAA	4.10%
U.S. Treasury	91282CMF5	4.25%	1/15/2025	01/15/2028	573,838.87	579,134.25	AAA	4.20%
U.S. Treasury	91282CPC9	3.50%	10/15/2025	10/15/2028	473,832.04	471,366.25	AAA	3.50%
U.S. Treasury	91282CNH0	3.88%	6/16/2025	06/15/2028	451,617.19	450,670.50	AAA	3.90%
U.S. Treasury	91282CPP0	3.50%	12/15/2025	12/15/2028	1,247,400.39	1,239,825.00	AAA	3.50%
U.S. Treasury	91282CNU1	3.63%	8/15/2025	08/15/2028	649,302.74	647,283.00	AAA	3.60%
U.S. Treasury	91282CFZ9	3.88%	11/30/2022	11/30/2027	371,557.62	375,266.25	AAA	3.90%
					15,631,906.30	**15,603,415.75**		
GSE AGENCY FUNDS								
FHLMC Multifamily Structured Pass Throu	3137FBBX3	3.24%	10/1/2017	08/25/2027	190,796.88	197,733.92	AAA	3.30%
FHLMC Multifamily Structured Pass Throu	3137FBU79	3.19%	11/1/2017	09/25/2027	183,816.29	190,720.89	AAA	3.20%
FHLMC Multifamily Structured Pass Throu	3137FCJK1	3.30%	12/1/2017	11/25/2027	120,239.26	123,485.33	AAA	3.30%
FHLMC Multifamily Structured Pass Throu	3137FEZU7	3.90%	5/1/2018	04/25/2028	271,970.70	273,600.14	AAA	3.90%
FHLMC Multifamily Structured Pass Throu	3137FGZT5	3.93%	8/1/2018	06/25/2028	247,509.77	248,729.58	AAA	3.90%
FHLMC Multifamily Structured Pass Throu	3137FNWX4	2.28%	9/1/2019	07/25/2026	156,235.93	167,582.87	AAA	2.30%
FHLMC Multifamily Structured Pass Throu	3137F64P9	1.34%	11/1/2020	09/25/2027	315,516.14	330,839.91	AAA	1.40%
Freddie Mac Gold Pool	31307B5M8	2.50%	4/1/2013	05/01/2028	14,348.93	13,893.53	AAA	2.50%
FHLMC Multifamily Structured Pass Throu	3137BRQJ7	2.57%	9/1/2016	07/25/2026	637.01	637.57	AAA	2.60%
FHLMC Multifamily Structured Pass Throu	3137F2LJ3	3.12%	8/1/2017	06/25/2027	217,601.52	220,382.02	AAA	3.10%
FHLMC Multifamily Structured Pass Throu	3137F4X72	3.65%	4/1/2018	02/25/2028	245,634.77	247,720.40	AAA	3.70%
FHLMC Multifamily Structured Pass Throu	3137FETN0	3.35%	2/1/2018	01/25/2028	292,230.47	296,209.92	AAA	3.40%
Fannie Mae Remics	3136AAZ57	1.25%	12/1/2012	01/25/2028	10,995.64	10,927.67	AAA	1.30%
Fannie Mae Remics	3136B9VJ3	2.00%	4/1/2020	05/25/2030	10,740.46	10,208.11	AAA	2.00%
Fannie Mae-Aces	3136BTGM9	3.00%	11/1/2024	07/25/2027	288,737.30	295,723.94	AAA	2.90%
FHLMC Multifamily Structured Pass Throu	3137H14B9	1.77%	6/1/2021	05/25/2028	255,739.26	262,048.24	AAA	1.90%
FHLMC Multifamily Structured Pass Throu	3137FG6X8	3.85%	6/1/2018	05/25/2028	246,494.14	248,422.68	AAA	3.90%
Fannie Mae Pool	3138EJ3U0	2.50%	10/1/2012	11/01/2027	11,704.40	11,425.69	AAA	2.50%
Fannie Mae Pool	3138EKZY4	3.00%	4/1/2013	05/01/2028	23,972.79	23,140.89	AAA	3.00%
Fannie Mae Pool	3138ETXC5	3.00%	6/1/2016	03/01/2029	3,299.73	3,261.01	AAA	3.00%
Fannie Mae Pool	3138MFUC9	2.50%	11/1/2012	11/01/2027	7,273.52	7,094.35	AAA	2.50%

Issuer	CUSIP	Rate	Settlement Date	Maturity Date	Investment Amount	Market Value	S&P Rating	Yield to Market at Cost
Fannie Mae Pool	3138MQVM2	2.50%	12/1/2012	12/01/2027	5,560.62	5,439.24	AAA	2.50%
Fannie Mae Pool	3138Y8UX6	2.50%	11/1/2014	11/01/2029	9,288.66	9,179.19	AAA	2.60%
Fannie Mae Pool	3140J8MC4	2.50%	5/1/2018	12/01/2028	24,427.46	23,852.08	AAA	2.50%
Fannie Mae Pool	3140J83Q4	2.50%	8/1/2018	09/01/2028	31,783.98	30,966.90	AAA	2.50%
Fannie Mae Pool	3140J86X6	3.00%	9/1/2018	09/01/2030	25,907.15	24,882.68	AAA	3.00%
Fannie Mae Pool	3140J9DU2	3.00%	10/1/2018	03/01/2033	37,647.80	34,413.58	AAA	3.10%
Fannie Mae Pool	3140J94Y4	2.50%	1/1/2019	03/01/2029	5,500.46	5,334.04	AAA	2.50%
Fannie Mae Pool	3140X4TN6	2.50%	9/1/2019	09/01/2028	12,245.91	11,972.50	AAA	2.50%
Fannie Mae Pool	3140X9G25	3.00%	1/1/2021	12/01/2034	66,772.95	61,190.34	AAA	3.10%
FHLMC Multifamily Structured Pass Throu	3137BTUM1	3.35%	1/1/2017	11/25/2026	114,304.15	117,303.44	AAA	3.40%
Freddie Mac Pool	3132A7WA5	2.00%	9/1/2018	03/01/2028	13,358.20	12,770.76	AAA	2.00%
FHLMC Multifamily Structured Pass Throu	3137F4D41	3.60%	3/1/2018	01/25/2028	194,393.43	196,803.26	NA	3.60%
					3,656,685.68	**3,717,896.67**		
TOTAL MANAGED INVESTMENTS					**41,120,543.50**	**41,398,135.29**		

AGENDA MEMORANDUM

FROM:	Eric Head, Community Services Director
SUBJECT:	State of Florida Department of Transportation SFY2025 Off-Cycle 5311 Funding
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On September 24, 2024, Citrus County Board of County Commissioners approved the application for the State of Florida Department of Transportation (FDOT) SFY2025 5311 funding and executed resolution 2024-086.

The State of Florida Department of Transportation (FDOT) did not award the funding for SFY2025 5311 funding at the time and subsequently opened an off-cycle SFY2025 5311 application for the same funding to which all documents were moved in February 2025. FDOT is ready to award the SFY2025 funding for that application, but is requesting that we update all the original documents.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

The required match will be covered by State Block Grant and corresponding match as initially approved.

RECOMMENDED ACTION:

Adopt and authorize the Chairman, or 1st Vice Chairman, respectively, to execute a new Resolution authorizing the application, contract and any amendments and other necessary documents, after review by the County Attorney, for the application and acceptance of the

State of Florida Department of Transportation SFY2025 Section 5311 funding of $452,988 and the required county match of $452,988 which will be covered with the FDOT State Block Grant funding and corresponding match. **(Eric Head, Community Services Director)**

ATTACHMENTS:

1. FDOT Certification and Assurances 5-5-26 EDITED
2. FTA Section 5333_b_Assurance 5-5-26 EDITED
3. SFY25 5311 Resolution 5-5-26 EDITED
4. SFY25 5311 Resolution 5-5-26 EDITED
5. Standard Lobbying Certification 5-5-26 EDITED
6. Cover Letter 5-5-26 EDITED on Letterhead
7. D7 Citrus County Intent to Award 5311 Off-Cycle FFY2025
8. Resolution 2024-086

FDOT Certification and Assurances

(Citrus County, Florida) certifies and assures to the Florida Department of Transportation regarding its Application under U.S.C. Section 5311 dated ***26th*** day of ***May***, ***2026***:

1. It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2. It shall comply with Florida Statues:
    - Section 341.051–Administration and financing of public transit and intercity bus service programs and projects
    - Section 341.061 (2)–Transit Safety Standards; Inspections and System Safety Reviews
    - Section 252.42 – Government equipment, services and facilities: In the event of any emergency, the division may make available any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area or upon the request of any recognized and accredited relief agency through such duly constituted authority.
3. It shall comply with Florida Administrative Code:
    - Rule Chapter 14-73–Public Transportation
    - Rule Chapter 14-90–Equipment and Operational Safety Standards for Bus Transit Systems
    - Rule Chapter 14-90.0041–Medical Examination for Bus System Driver
    - Rule Chapter 41-2–Commission for the Transportation Disadvantaged
4. It shall comply with FDOT's:
    - Bus Transit System Safety Program Procedure No. 725-030-009 (Does not apply to Section 5310 only recipients)
    - Public Transit Substance Abuse Management Program Procedure No. 725-030-035
    - Transit Vehicle Inventory Management Procedure No. 725-030-025
    - Public Transportation Vehicle Leasing Procedure No. 725-030-001
    - Guidelines for Acquiring Vehicles
    - Procurement Guidance for Transit Agencies Manual
5. It has the fiscal and managerial capability and legal authority to file the application.
6. Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
7. It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
8. It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
9. It will return project vehicles/equipment to FDOT if, for any reason, they are no longer

needed or used for the purpose intended.

10 It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to FDOT, if FDOT determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.

11 It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.

12 It will notify FDOT within **24 hours** of any accident or casualty involving project vehicles/ equipment, and submit related reports as required by FDOT.

13 It will notify FDOT and request assistance if a vehicle should become unserviceable.

14 It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required.

15 It will undergo a triennial review and inspection by FDOT to determine compliance with the baseline requirements. If found not in compliance, it must send a progress report to the local FDOT District office on a quarterly basis outlining the agency's progress towards compliance.

_____
Date

_____
Signature of Contractor's Authorized Official

Diana Finegan, Chairman
Name and Title of Contractor's Authorized Official

FTA Section 5333 (b) Assurance

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Rural Area Program (see FTA Circular C 9040.IG, Chapter VIII **(2) agreeing to alternative comparable arrangements approved by the (Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)**

The Citrus County, Florida (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5311 Program.

_____
Date

Diana Finegan, Chairman
Name and title of authorized representative

_____
Signature of authorized representative

Note: All applicants must complete the following form and submit it with the above Assurance.

LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, UNIONS OF SUB-RECIPIENTS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3
None	**None**	**None**	**N/A**

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SECTION 5311 FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING, AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Board of County Commissioners of Citrus County, Florida (Board) is the Governing Board of Citrus County, Florida (Citrus County), a political subdivision of the State of Florida, a unit of general purpose government duly authorized to conduct business under Florida Statute 125; and

WHEREAS, Florida Department of Transportation (FDOT) Section 5311 grant funds are available for funding rural transportation operations;

WHAREAS, Citrus County will be granted $452,988 in funds and is required to match the amount of the funds awarded;

WHEREAS, the Board has determined that it is in the best interest of the population of Citrus County, which it serves, to accept the Florida Department of Transportation Section 5311 funding in the amount $452,988 for rural transportation operations for, and to enter into a contract to provide, transit services under the Section 5311 grant funding; and

WHEREAS, Citrus County staff has read or reviewed or will read or review the related model contract and is familiar with the matters contained therein, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose, and capacity; and

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the program for which grant funding is provided;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Citrus County, Florida that:

The Chairman, or 1st Vice Chairman, respectively of the Board of County Commissioners of Citrus County, Florida, is authorized to sign the FDOT Section 5311 grant application, contract, amendments, assurances, and certifications as required to obtain funding from the Florida Department of Transportation, after review by the County Attorney, without the need to bring the documents before the Board .

THIS RESOLUTION was duly adopted and recorded in the minutes this 26th day of May 2026.

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

_____
DIANA FINEGAN, CHAIRMAN

ATTEST:

_____
TRACI PERRY, CLERK

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

SFY2025 5311 Operations

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SECTION 5311 FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING, AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Board of County Commissioners of Citrus County, Florida (Board) is the Governing Board of Citrus County, Florida (Citrus County), a political subdivision of the State of Florida, a unit of general purpose government duly authorized to conduct business under Florida Statute 125; and

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WHAREAS, Citrus County will be granted $452,988 in funds and is required to match the amount of the funds awarded;

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WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the program for which grant funding is provided;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Citrus County, Florida that:

The Chairman, or 1st Vice Chairman, respectively of the Board of County Commissioners of Citrus County, Florida, is authorized to sign the FDOT Section 5311 grant application, contract, amendments, assurances, and certifications as required to obtain funding from the Florida Department of Transportation, after review by the County Attorney, without the need to bring the documents before the Board .

THIS RESOLUTION was duly adopted and recorded in the minutes this 26th day of May 2026.

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

_____
DIANA FINEGAN, CHAIRMAN

ATTEST:

TRACI PERRY, CLERK

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

SFY2025 5311 Operations

Standard Lobbying Certification

The undersigned ***(Citrus County, Florida)*** 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 making lobbying contacts to 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 undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," (a copy of the form can be obtained from **FDOT's website**) in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

NOTE: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The ***(Contractor)***, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____

Date

_____

Signature of Contractor's Authorized Official

_Diana Finegan, Chairman_____

Name and Title of Contractor's Authorized Official

Board of County Commissioners
Executive Office
110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Fax (352) 341-6584 • Website: www.citrusbocc.com

Our Mission:
To manage growth and foster prosperity by prioritizing protection of environmental assets, development and maintenance of infrastructure, and the health, safety, and well-being of our citizens.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT APPLICATION

(Citrus County, Florida) submits this Application for the Section 5311 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

(Citrus County, Florida) further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the FDOT and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this ***26th*** day of ***May***, ***2026*** with an original resolution or certified copy of the original resolution authorizing ***Diana Finegan, Chairman*** to sign this Application.

Authorized representative signs below certifying that all information contained in this application is true and accurate.

Citrus County, Florida
Agency Name

Signature
Diana Finegan, Chairman

Typed Name and Title of Authorized Representative

Date

Diana Finegan, Chairman, Commissioner, District 2; Janet Barek, 1st Vice Chair, Commissioner, District 3; Jeff Kinnard, D.C., Commissioner, 2nd Vice Chair, District 1; Rebecca Bays, Commissioner, District 4; Holly L. Davis, Commissioner, District 5

Docusign Envelope ID: E69B562A-B640-445D-8C05-B7C34CEDB98A

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee St
Tallahassee, FL 32399

JARED W. PERDUE, P.E.
SECRETARY

February 11, 2026

Re: FFY2025 Off-Cycle Federal Transit Administration (FTA) Section 5311 Grant Application - Intent to Award

Dear Joanne Granger,

This notice is to advise Citrus County that the Florida Department of Transportation (FDOT) Transit Office has completed the grant application review and ranking process for the off-cycle FFY 2025 applications. The FDOT team found Citrus County's request eligible for assistance.

Below is an overview of the proposed FTA Section 5311 project and amount to will be awarded:

Item Description:	Total Project Award	Federal	Local
Operating Assistance	$905,976	$452,988	$452,988

Thank you for participating in this competitive grant application process. If you have any questions, please contact me at (850) 414-4239 or email karen.lyons@dot.state.fl.us.

Sincerely,

DocuSigned by:
Karen Lyons
B30E6F3E06C849B...

Karen Lyons
Finance and Federal Grants Manager
FDOT Central Office

c: Tiffany Kersey, Grants Manager – Citrus County
Chris Leffert, Transit Programs Administrator – FDOT District 7
Erin Schepers, Grant Programs Administrator – FDOT Central Office

RESOLUTION NO. 2024- 086

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SECTION 5311 FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING, AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Board of County Commissioners of Citrus County, Florida (Board) is the Governing Board of Citrus County,Florida (Citrus County), a political subdivision of the State of Florida, a unit of general purpose government duly authorized to conduct business under Florida Statute 125; and

WHEREAS, Florida Department of Transportation (FDOT) Section 5311 grant funds are available for funding rural transportation operations;

WHAREAS, Citrus County will be granted $452,988 in funds and is required to match the amount of the funds awarded;

WHEREAS, the Board has determined that it is in the best interest of the population of Citrus County, which it serves, to accept the Florida Department of Transportation Section 5311 funding in the amount $452,988 for rural transportation operations for, and to enter into a contract to provide, transit services under the Section 5311 grant funding; and

WHEREAS, Citrus County staff has read or reviewed or will read or review the related model contract and is familiar with the matters contained therein, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose, and capacity; and

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the program for which grant funding is provided;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Citrus County, Florida that:

The Chairman, or 1st Vice Chairman, respectively of the Board of County Commissioners of Citrus County, Florida, is authorized to sign the FDOT Section 5311 grant application, contract, amendments, assurances, and certifications as required to obtain funding from the Florida Department of Transportation, after review by the County Attorney, without the need to bring the documents before the Board .

THIS RESOLUTION was duly adopted and recorded in the minutes this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

HOLLY L. DAVIS, CHAIRMAN

ATTEST:

for ANGELA VICK, CLERK
5311 Operations

SEAL

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

DENISE A. DYMOND LYN, COUNTY ATTORNEY

APPROVED

SEP 24 2024

BOARD OF COUNTY COMMISSIONERS

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Amendment to Purchase Order Agreement (PO121) between Lutheran Services Florida, Inc. d/b/a LSF Health Systems (a Florida non-profit corporation) and Citrus County, Florida for and on behalf of Citrus County Fire Rescue (CORE)
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On **September 9, 2025**, the Chairman executed a Purchase Order Agreement (PO121) with Lutheran Services Florida, Inc., (LSF Health Systems) for Citrus County Fire Rescue's participation in the Coordinated Opioid Recovery (CORE) Network of Addiction Care.

On **December 9, 2025**, Amendment 100 was executed to update provisions within the agreement.

On N**ovember 7, 2025**, Citrus County Fire Rescue received a memorandum from LSF Health Systems advising that the Florida Department of Children and Families (DCF) had revised its guidance and that agencies receiving CORE and Opioid Settlement funding are not exempt from Level 2 background screening requirements, including for Emergency Medical Services (EMS) personnel.

Subsequently, on November 14, 2025, Citrus County received correspondence from LSF providing the proposed amendment language to reflect this change and formally requested execution of the amendment revising Section 4.1.1 and 4.1.2 to remove the exemption and incorporate the updated DCF requirements, with a proposed retroactive effective date of November 1, 2025.

Citrus County Fire Rescue took immediate action upon notification and completed Level 2 background screenings for applicable personnel through the Citrus County Transit Division Clearinghouse account. However, for monitoring and compliance purposes, DCF requires a Clearinghouse Eligibility Determination generated directly through DCF with a “DCF Substance Abuse” eligible status, along with the associated rap sheet. To ensure full compliance moving forward, Citrus County Fire Rescue has requested its own ORI and OCA number from DCF to conduct background screenings for employees funded through these programs.

The Board of County Commissioners is advised that LSF is requiring that the amendment be retroactive to the November 1, 2025, effective date of the original Agreement rather than the date of execution of the amendment by the County. Supporting documentation provided by LSF includes a monitoring report indicating that Citrus County Fire Rescue acted in good faith to comply with the revised requirements and is working toward full compliance, as well

as correspondence from LSF clarifying that execution of the amendment acknowledges the requirement and commitment to compliance rather than certifying full compliance as of the retroactive date.
This agenda item is presented to the Board to determine whether to approve and execute the amendment as requested.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:
Approve and authorize the Chairman to execute Amendment 101 to the CORE Purchase Order Agreement (PO121) with Lutheran Services Florida, Inc. **(Craig Stevens, Fire Chief)**

ATTACHMENTS:
1. CORE PO Agreement 121 Fully Executed July 1 2025 - June 30 2026
2. PO121 - CORE - Amendment 100 - Fully Executed
3. MemoofDCFBackgroundScreening CiCFR-PO121 110525
4. Citrus County Level 2 letter
5. MonReportDeskREV CiCFR-PO121 041526
6. PO1Amendment101 CiCFR-PO121 043026

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Citrus County, Florida for and on behalf of Citrus County Fire Rescue** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective **July 1, 2025**, and shall continue through **June 30, 2026**.

This document provides direction and guidance for administration, implementation, and management of **Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care** in the following County(ies): **Citrus**.

Services to be Provided. This scope of work is for the Contractor to participate in the CORE Network, which establishes a recovery-oriented continuum of care and support for those seeking treatment and recovery support services for substance use disorders. This comprehensive approach expands every aspect of overdose response and treats all primary and secondary impacts of substance use disorder. The CORE Network disrupts the revolving door of substance use disorder, including opioid use disorders and overdose by providing an evidence based coordinated network of care linking patients to community partners in a continuum from a crisis all the way to lifelong care in an accessible, sustainable way. It incorporates quality improvement through measure outcomes that help sustain the network locally. The Contractor will work with existing project partners and collaborate with LSF if project partners need to be replaced or added.

Section 1. Financial Consideration

1.1. Award Amount

Citrus County, Florida for and on behalf of Citrus County Fire Rescue has been awarded an amount not to exceed the **LSF approved Exhibit C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed,* for costs associated with administration of the services at its agency. Funding will be provided through OCA MSOCR - ME Opioid TF Coord Opioid Recovery Care and/or OCA MSOTR - ME Opioid TF Treatment and Recovery. This award is subject to the availability of funds from the Florida Department of Children and Families (DCF).

1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor 's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: https://www.lsfhealthsystems.org/resources/#contractdocument, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports,** depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.4 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. CORE will be administered according to DCF Guidance 41, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities and the LSF Incorporated Document 52 – Coordinated Opioid Recovery (CORE) Network of Addiction Care, or latest version thereof, which can be found at the following link: https://www.lsfhealthsystems.org/resources/#contractdocuments.

2.2. CORE program requirements are as follows:

The table below defines each of the required program elements for CORE. Contractors will provide elements as agreed upon in **Section 2.3 Service Tasks**.

CORE Element	Description
24-7 access to care.	**24-7 availability for treatment with MAT. Specifically, buprenorphine must be available 24-7 in an emergency setting with no need for admission to inpatient care to receive treatment immediately. 24-7 access to care can come from an ED, EMS or a CRF.**
Peer support services.	Peers provide support services such as a warm handoff from the 24-7 access point (ED, CRF, EMS) and continuous follow-up.
All FDA approved MAT services.	FDA approved MAT for opioid use disorders includes methadone, naltrexone, and buprenorphine products.
Maintenance of MAT according to guidelines.	The Substance Abuse and Mental Health Services Administration's TIP 43[1] recommends that patients receiving MAT should be maintained at least two years of continuous stability, or longer, without taper recommendation. Tapering is considered an optional branch.
Individual approach to dosing without limits.	Buprenorphine should not be restricted to a certain dose, because of fentanyl, as increasing doses enhances retention and decreases cocaine use. Dosing should be based on decreasing withdrawal over 24 hours.
Receiving clinic receives patients from 24-7 care and continues lifelong treatment.	**An FQHC or CBHC that can take patients during business hours for intake and serve as a substance use medical home for lifelong care providing MAT, substance use therapy, psychiatry, and primary care.**
Clinic and ER testing / Prescription Drug Monitoring Program (PDMP).	**Report through E-Force every visit and provide drug panels in receiving clinics and 24-7 access points.**
Established intake process.	An intake and assessment that includes a doctor's visit to start substance use disorder (SUD) treatment and a biopsychosocial completed or countersigned by a qualified professional.
Established protocol for induction on buprenorphine.	There should be a high dose and low dose induction protocol with preference given to the high dose induction protocol that can be given immediately after use or naloxone reversal.
Treating comorbid alcohol and benzodiazepine use disorder.	American Society of Addiction Medication (ASAM) report the use of benzodiazepines or other sedative-hypnotics are not a reason to withhold or suspend treatment. Follow best practices and guidelines provided in Federal Guidelines. [2, 3]
Naloxone readily available.	Naloxone quickly reverses an overdose by blocking the effects of opioids. It can restore normal breathing within 2 to 3 minutes in a person whose breath has slowed, or even stopped, as a result of an opioid overdose.
Access to higher levels of care for all.	In the county there should be a functional referral relationship with public/ private detoxification programs to assist with complex

	detoxification (benzodiazepines/alcohol patients with delirium tremens/DTs), access to public/ private residential, partial hospitalization programs (PHPs), intensive outpatient programs (IOPs) and outpatient levels of care for adults and pregnant women.
Clinical expert in addiction medicine or champion.	Established Medical Doctor (MD) or Doctor of Osteopathy (DO) who is primary care or psychiatrically trained and who has addiction medicine or addiction psychiatry certification.
Therapists in outpatient setting.	Licensed Mental Health Counselors (LMHCs), psychologists, Licensed Clinical Social Workers (LCSWs) and interns who provide group and individual therapy as part of the SUD program.
Primary care access.	All patients should have access to primary care.
Infectious disease screening.	All patients enrolling in an SUD program should be tested for HIV, hepatitis panel (especially hepatitis C), syphilis, and tuberculous as needed, as part of the intake.
Access to psychiatry at the FQHC or CBHC.	Psychiatric provider should be available and all patients entering the SUD program should receive a psychiatric evaluation to assist with underlying psychiatric problems as they can be comorbid with SUD diagnosis.
Group therapy access in the clinic or with a collaborative partner.	Individuals should have access to group therapy.
Individual therapy access in clinic or with a collaborative partner.	Individuals should have access to individual therapy.
Clinic structured by phases of treatment.	Patients should start receiving MAT with methadone or buprenorphine in a phased approach to allow for flexibility based on need and clinical judgement
All levels of care to assist with pregnant women.	Evidence-based pregnancy care with buprenorphine/methadone options available while in residential, PHP, IOP or outpatient care. This should also be coordinated with the woman's OBGYN team and OB triage that is comfortable managing.
Following of outcome measures and data, specifically the Brief Addiction Monitoring (BAM) tool.	**The BAM is completed monthly by all OUD patients in the receiving clinic. Supplemental questions have been added to the BAM collection process.**

2.3. Service Tasks: Contractor will perform the following tasks in the time and manner specified:

2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The CORE Network standards are as follows. The Contractor must follow all requirements under the section(s) named: **Rescue Response, Stabilization/Assessment**

2.3.2.1 **Rescue Response**

a. Individual in need of services is treated by first responders (fire rescue/ Emergency Medical Services (EMS) personnel).

b. Treatment includes use of specialized EMS protocols for overdose and acute withdrawal, and **may** include induction to buprenorphine.

c. EMS provides a warm handoff to the ED or receiving clinic.

d. EMS **may** provide buprenorphine for patients while waiting for warm handoff to receiving clinic after induction performed by EMS or ED.

e. CORE EMS partners will coordinate with other EMS agencies within their county to follow up with patients who overdosed and received care from a non-CORE Network EMS provider.

2.3.2.2 **Stabilization/Assessment**

a. Individual receives treatment at a 24-7 access point.

b. Treatment options include medication-assisted treatment, which entails, at a minimum, the ability to induct individuals on buprenorphine and issue a prescription for buprenorphine that lasts until their initial appointment with a community-based provider prior to being released from the ED.

c. Specialty-trained medical staff recommend the care best suited for the individual and a peer navigator facilitates a warm handoff to the receiving clinic for long-term treatment.

2.3.2.3 **Receiving Clinics**

a. Individual receives long-term care and wrap around support.

b. Individual is treated by a team of licensed and certified professionals that specialize in treating addiction.

c. Services may include long-term management of MAT, therapy, psychiatric services, individualized care coordination, and links to other health services.

d. Individuals shall receive services to address any identified social service needs.

e. Ensure implementation of the BAM along with other data requirements.

2.3.2.4 **Warm Handoff and Recovery Support**

a. Certified Recovery Peer Specialists utilize direct lived experience with SUD and recovery to reduce stigma and increase engagement into services.

b. Certified Recovery Peer Specialists facilitate warm handoffs to treatment and recovery community organizations.

2.3.3 Collaborate with LSF on the establishment of processes for evaluation, measurement and reporting of qualitative and quantitative metrics for CORE partners as required by DCF.

2.4. Required Reporting

2.4.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.4.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.4.2 **CORE Network Quarterly Narrative Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter to the LSF Health Systems Network Manager submitted on the Department's template.

2.4.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.4.3 **Receiving Clinic Quarterly Data:** This report shall be submitted on or before the 8th of the month following the end of each quarter, by non-Emergency Medical Services (EMS), to the LSF Health Systems Network Manager submitted on the Department's template.

2.4.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.4.4 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.4.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.4.5 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.4.5.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.4.6 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.4.6.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

3.2.1. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and

v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

4.2. Representations

4.2.1 The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that Contractors have the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

4.3.2. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Health Insurance Portability and Accountability Act

4.4.2. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

4.4.3. Business Associates

4.4.3.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For

purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.2. The Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.4. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.

4.5.5. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.6. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.7. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.8. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.9. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

4.5.10. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as certificate holders under the policy or policies. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.11. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.2. Each party hereto agrees that it shall be solely responsible for negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of contract or this Agreement.

4.7. Governing Law and Compliance

4.7.2. Governing Law

4.7.2.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.3. Florida Regulatory Governance

4.7.3.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.4. Corporate Compliance

4.7.4.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.5. General Provisions

4.7.5.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida

Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.5.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in the Notice section. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this **eighteen**-page Agreement to be effective this 1st day of July 2025.

Citrus County, Florida for and on behalf of Citrus County Fire Rescue	**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**
Rebecca Bays 9/9/2025 Signature Date	Signed by: Dr. Christine Cauffield 8/12/2025 2B9C4E3BA9EF402... Signature Date
Rebecca Bays Chairman Printed Name Title	Dr. Christine Cauffield CEO Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-6000548** Contractor FY Ending Date: **9/30**

APPROVED

SEP - 9 2025

BOARD OF COUNTY COMMISSIONERS

ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

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than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

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

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Citrus County, Florida for and on behalf of Citrus County Fire Rescue
Amendment 100 to Purchase Order Agreement

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and **Citrus County, Florida for and on behalf of Citrus County Fire Rescue** ("Contractor") to be effective September 1, 2025. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, on September 9, 2025, LSF and Contractor entered into Purchase Order Agreement (Agreement) that was effective July 1, 2025, and;

Whereas, LSF wishes to amend the Agreement entered into between said parties to modify Section 4.1 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Agreement. In the event of conflict between this Amendment and the Agreement, this Amendment shall control.

2. Purchase Order Agreement, Section 4.1., 'Employment Screening' is amended to update the link: "https://www.myflfamilies.com/services/background-screening" and is otherwise unchanged.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this one-page Amendment to be effective this 1st day of September 2025.

Citrus County, Florida for and on behalf of Citrus County Fire Rescue

Signature 12/9/2025 Date

Diana Finegan Chairman
Printed Name Title

Lutheran Services Florida, Inc. d/b/a LSF Health Systems

Signed by:
Dr. Christine Cauffield 11/5/2025
2B9C4E3BA9EF462...
Signature Date

Dr. Christine Cauffield CEO
Printed Name Title

APPROVED

DEC - 9 2025

BOARD OF COUNTY COMMISSIONERS

HEALTH SYSTEMS

MEMORANDUM

Coordinated Opioid Recovery (CORE) Network of Addiction Care Level 2 Background Screening for Emergency Medical Services (EMS) and Law Enforcement

Date: 11/5/2025 | *Written by* Shelley Katz, COO

Agreement Language Reference – Notice of Change

Current Language

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS) and non-Law Enforcement: The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,
ii. Fingerprinting for all criminal record checks,
iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: https://www.myflfamilies.com/services/background-screening.

Revised Language (indicated in red font)

Section 4. Miscellaneous

4.2. Employment Screening

4.2.1. ~~For non-Emergency Medical Services (EMS) and non-Law Enforcement:~~ The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards

specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

vii. Employment history check,

viii. Fingerprinting for all criminal record checks,

ix. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

x. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

xi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: https://www.myflfamilies.com/services/background-screening.

Impact

As of November 4, 2025, the Florida Department of Children and Families (DCF) has informed Lutheran Services Florida, Inc. d/b/a LSF Health Systems (LSFHS) that all agencies, including Contractors who hold a Purchase Order (PO) Agreement for Opioid Settlement – Non-Qualified County (NQC) and Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care funds, are **not** exempt from the background screening requirement, as indicated in the **Current Language** stated above. All agencies must perform the DCF Level 2 Background Screening on all staff funded by LSFHS through the PO Agreement.

This new information from DCF is contrary to what was previously approved in the past. Despite LSFHS' advocacy regarding this exemption, we were informed that this requirement stands.

An amendment to the PO Agreements, reflecting the removal of the exemption for EMS and Law Enforcement, as outlined in the **Revised Language** stated above, is forthcoming.

April 14, 2026

Chief Jason Morgan
Citrus County Fire Rescue

Dear Chief Morgan,

Thank you for sharing your concerns regarding the contract amendment language regarding Level 2 Background screens. We understand the process has been challenging and appreciate your efforts to ensure your staff paid for through DCF funds are properly background screened. As discussed, while you have obtained Level 2 screens, they are not under the correct ORI/OCA. We have provided the technical assistance to obtain the correct coding. Signing the amendment is not intended to assert that you were fully compliant as of the effective date, just that you are aware that the requirement is in place effective on that date and that you will take the necessary steps to comply. Please keep us posted on the outcome of your efforts to complete the screening process so that we can document full compliance in the contract file once completed.

We appreciate your partnership and the great work being done by Citrus County Fire Rescue.

Shelley Katz

Shelley Katz, MSW, MBA
Chief Operating Officer
LSF Health Systems
904.254.1338

HEALTH SYSTEMS

MONITORING REPORT

Fiscal Year 2025-2026

Provider Name: Citrus County Florida for and on behalf of Citrus County Fire Rescue
Contract Number: PO121
Report Date: March 25, 2026
Revised Report Date: April 15, 2026

LSF Health Systems (LSFHS) conducted a virtual monitoring for Citrus County Florida for and on behalf of Citrus County Fire Rescue (CiCFR) for compliance with contractual requirements on March 2, 2026, through March 6, 2026. The Compliance and Network Management teams completed a **limited** scope monitoring during their visit.

LSF Health Systems Monitoring Team:

- Buffy M. Reeder, MBA, Senior Director of Compliance
- Jennifer Woolfe, MPH, Network Manager Team Lead
- Cezelene Powell, Network Manager

Representatives of the Citrus County Fire Rescue who participated in the monitoring visit:

- Jason Morgan, Division Chief of Emergency Medical Services (EMS)
- Cortney Marsh, Communications Specialist

Monitoring Dates:

- Entrance: March 2, 2026
- Exit: March 6, 2026
- Interviews:
    - None.

Summary of Items Requiring Improvement for Compliance Resulting in a Corrective Action Plan (CAP) or a Technical Assistance Plan (TAP)

The following items were reviewed and found to be outside of regulation, contractual requirement, governance standards, or areas that are not regulated by contract or other regulations, which require a CAP/TAP.

- LSFHS Network Management noted the following:
    - Employees must have a Level 2 clearance letter or clearinghouse printout for the Department of Children and Families (DCF) Substance Abuse.
        - ***After further review, it was noted that CiCFR took immediate action to obtain Level 2 Clearance for their LSFHS-funded staff upon receipt of the LSFHS Memorandum on November 5, 2025, advising the background***

screening requirement was no longer exempt for EMS, per the Florida Department of Children and Families (DCF). CiCFR received a background screening and Rap Sheet through Citrus County Transit's Clearinghouse account. While the background screenings do not have the correct screening clearance (DCF Substance Abuse) required for the Purchase Order Agreement (PO), LSFHS will accept this as provisional compliance recognizing the good faith effort made to be in compliance with the new PO agreement requirements. Additionally, CiCFR has already made efforts to obtain their own OCA/ORI with DCF Clearinghouse in order to perform the background screenings themselves. A TAP will be issued for this finding with a compliance due date of May 29, 2026.

Summary of Items Requiring Improvement for Compliance

The following items were reviewed and found to be outside of regulation, contractual requirement or governance standards, however, they did not meet the threshold required to receive a CAP/TAP.

- None.

Summary of Recommendations for Best Practice

LSFHS recommends the following improvements as best practices or areas to improve quality which are not mandated by regulation or contract.

- LSFHS Network Management note the following:
  - CiCFR should request their own ORI and OCA number from DCF, rather than use the account assigned to Citrus County Transit.
  - As of March 11, 2026, per DCF, providers must use the ***Attestation of Good Moral Character Form (CF 1649)*** for all new LSF-funded employees and LSF-funded employees who are required to be re-screened (every five years). This form replaces the existing Affidavit of Good Moral Character. A copy of the form has been provided with this report.

Summary of Items Pending

LSFHS is waiting on the following items to complete the required criteria to be monitored for contract compliance.

- Level 2 Background Screenings for each employee on the Network Management Sample who are funded by LSFHS.

HEALTH SYSTEMS

Summary of Points of Excellence

During the visit, LSFHS observed the following outstanding or innovative items occurring at the provider agency.

- CiCFR's staff were very helpful and accommodating by providing substantiating audit documentation.
- CiCFR is spending their funds on allowable expenses based on the Purchase Order (PO) Agreement and is 100 percent compliant.
- CiCFR correctly completed and notarized the Affidavit of Good Moral Character for all three employees in the sample.

Summary of Points of Concern

During the visit, LSFHS observed the following areas of concern occurring at the provider agency.

- None.

List of Items Monitored in the Scope of this Monitoring Visit

A comprehensive list of areas reviewed by the monitoring team for compliance is as follows:

- Compliance
  - Fiscal Management payroll testing
  - Expense reconciliation testing
- Network Management
  - Level 2 Background Screening

Technical Assistance Provided During Monitoring

During the visit, LSFHS provided the following technical assistance to staff at the provider agency.

- LSFHS Network Management noted the following:
  - Technical assistance was provided to Communication Specialist Cortney Marsh and Chief Jason Morgan on March 12, 2026, concerning Level 2 background screening requirements and CFOP 60-25, Chapter 2.

Conclusion

Specific results of monitored items are provided in the detailed reports attached hereto.

A Network Management technical assistance plan **has** been issued as the result of this visit. Questions regarding this report may be directed to Cezelene Powell, Network Manager, at cezelene.powell@lsfnet.org, and Buffy M. Reeder, Senior Director of Compliance, at buffy.reeder@lsfnet.org and (904) 337-4059.

HEALTH SYSTEMS

Authority and Governance for Agency Monitoring:

Section 3.2.1 of the LSFHS PO Agreement with Citrus County Florida for and on behalf of Citrus County Fire Rescue

§394.741, Fla. Stat.

§402.7305, Fla. Stat.

65E-14.014, Florida Administrative Code

DCF CFOP 75-8

Citrus County, Florida for and on behalf of Citrus County Fire Rescue
Amendment 101 to Purchase Order Agreement

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and **Citrus County, Florida for and on behalf of Citrus County Fire Rescue** ("Contractor") to be effective upon execution by all parties. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, on September 9, 2025, LSF and Contractor entered into a Purchase Order Agreement (Agreement) that was effective July 1, 2025, and;

Whereas, on December 9, 2025, the parties amended the Agreement to update the link referenced in Section 4.1 of the Agreement, and;

Whereas, LSF wishes to amend the agreement entered into between said parties to modify certain provisions of Section 4 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Agreement. In the event of conflict between this Amendment and the Agreement, this Amendment shall control.

2. Purchase Order Agreement, Section 4.1.1., Employment Screening' is amended to:

    a. Remove the following: "For non-Emergency Medical Services (EMS) and non-Law Enforcement:"

    b. Add the following after "its subcontractors…": "…and funded through this agreement as reflected in Sections 1.1 and 1.2," and is otherwise unchanged. The terms outlined in the Agreement shall be effective on November 1, 2025, per the attached Memorandum.

    Purchase Order Agreement, Section 4.1.2. is removed entirely. All proceeding sections, if applicable, are renumbered accordingly and are otherwise unchanged. The terms outlined in the Agreement shall be effective on November 1, 2025, per the attached Memorandum.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment 101 to Purchase Order Agreement this ____ day of _____, 2026.

Citrus County, Florida for and on behalf of Citrus County Fire Rescue		**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**	
		Dr. Christine Cauffield	05/04/2026
Signature	Date	Signature	Date
		Dr. Christine Cauffield	CEO
Printed Name	Title	Printed Name	Title

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Amendment to Purchase Order Agreement 2 (PO121) between Lutheran Services Florida, Inc. d/b/a LSF Health Systems (a Florida non-profit corporation) and Citrus County, Florida for and on behalf of Citrus County Fire Rescue (Non-Qualified County (NQC) Funds
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On **September 9, 2025**, the Chairman executed a Purchase Order Agreement 2 (PO121) with Lutheran Services Florida, Inc. (LSF Health Systems) for Citrus County Fire Rescue's participation in the Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) — Non-Qualified County (NQC) Funds.

On **December 9, 2025**, Amendment 100 was executed to update provisions within the agreement.

On **November 7, 2025**, Citrus County Fire Rescue received a memorandum from LSF Health Systems advising that the Florida Department of Children and Families (DCF) had revised its guidance and that agencies receiving CORE and Opioid Settlement funding are not exempt from Level 2 background screening requirements, including for Emergency Medical Services (EMS) personnel.

Subsequently, on **November 14, 2025**, Citrus County received correspondence from LSF providing the proposed amendment language to reflect this change and formally requested execution of the amendment revising Section 4.1.1. and 4.1.2 to remove the exemption and incorporate the updated DCF requirements, with a proposed retroactive effective date of November 1, 2025.

Citrus County Fire Rescue took immediate action upon notification and completed Level 2 background screenings for applicable personnel through the Citrus County Transit Division Clearinghouse account. However, for monitoring and compliance purposes, DCF requires a Clearinghouse Eligibility Determination generated directly through DCF with a "DCF Substance Abuse" eligible status, along with the associated rap sheet. To ensure full compliance moving forward, Citrus County Fire Rescue has requested its own ORI and OCA number from DCF to conduct background screenings for employees funded through these programs.

The Board of County Commissioners is advised that LSF is requiring that the amendment be retroactive to the November 1, 2025, effective date of the original Agreement rather than the date of execution of the amendment by the County. Supporting documentation provided by

LSF includes a monitoring report indicating that Citrus County Fire Rescue acted in good faith to comply with the revised requirements and is working toward full compliance, as well as correspondence from LSF clarifying that execution of the amendment acknowledges the requirement and commitment to compliance rather than certifying full compliance as of the retroactive date.

This agenda item is presented to the Board to determine whether to approve and execute the amendment as requested.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Amendment 101 to the NQC Purchase Order Agreement 2 (PO121) with Lutheran Services Florida, Inc.,. **(Craig Stevens, Fire Chief)**

ATTACHMENTS:

1. NQC PO Agreement 121 July 1 2025 - June 30 2026 Fully Executed
2. NQC PO Agreement 121 - Amendment 100 - Fully Executed
3. MemoofDCFBackgroundScreening CiCFR-PO121 110525
4. Citrus County Level 2 letter
5. MonReportDeskREV CiCFR-PO121 041526
6. PO2Amendment101 CiCFR-PO121 043026

Docusign Envelope ID: FC3B4D4D-33EC-40DA-80F7-38CCFB96FED8

PURCHASE ORDER AGREEMENT 2

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Citrus County, Florida for and on behalf of Citrus County Fire Rescue** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2025, and shall continue through June 30, 2026.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) – Non-Qualified County (NQC) Funds** in the following County(ies): **Citrus**.

Services to be Provided. This scope of work is for the Contractor to provide **a connected care model that doesn't only treat the substance use disorder (SUD) through one pillar, but through a support system of care that addresses Medication Assisted Treatment (MAT), secondary impacts of SUD, and treats addiction as a disease, not as a condition. The Contractor currently uses 2 Community Paramedics to facilitate this program to Citrus County. Additionally, the Contractor will provide MAT for persons with Opioid Use Disorder (OUD) in the Citrus County Detention Center and provide evidence-based treatment MAT for pregnant and postpartum women.**

Section 1. Financial Consideration

1.1. Award Amount

Citrus County, Florida for and on behalf of Citrus County Fire Rescue has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed*, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: https://www.lsfhealthsystems.org/resources/#contractdocument, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports,** depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.3.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.3.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.3 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the agreement ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.

3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections

1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and

v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Agreement stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

4.2. Representations

4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Health Insurance Portability and Accountability Act

4.4.1. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

4.4.2. Business Associates

4.4.2.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For

purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.

4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.6. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as certificate holders under the policy or policies. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this agreement. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. Each party hereto agrees that it shall be solely responsible for negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of contract or this Agreement.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida

Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this fifteen-page Agreement to be effective this 1st day of July 2025.

Citrus County, Florida for and on behalf of Citrus County Fire Rescue	**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**
Signature: Rebecca Bays Date: 9/9/2025	Signed by: Dr. Christine Cauffield 2B9C4E3BA9EE462... Date: 8/11/2025
Printed Name: Rebecca Bays Title: Chairman	Printed Name: Dr. Christine Cauffield Title: CEO

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-6000548** Contractor FY Ending Date: **9/30**

APPROVED

SEP - 9 2025

BOARD OF COUNTY COMMISSIONERS

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ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

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

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Citrus County, Florida for and on behalf of Citrus County Fire Rescue
Amendment 100 to Purchase Order Agreement 2

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and **Citrus County, Florida for and on behalf of Citrus County Fire Rescue** ("Contractor") to be effective September 1, 2025. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, on September 9, 2025, LSF and Contractor entered into Purchase Order Agreement 2 (Agreement) that was effective July 1, 2025, and

Whereas, LSF wishes to amend the Agreement entered into between said parties to modify Section 4.1 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Agreement. In the event of conflict between this Amendment and the Agreement, this Amendment shall control.

2. Purchase Order Agreement, Section 4.1., 'Employment Screening' is amended to update the link: "https://www.myflfamilies.com/services/background-screening" and is otherwise unchanged.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this one-page Amendment to be effective this 1st day of September 2025.

Citrus County, Florida for and on behalf of Citrus County Fire Rescue		**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**	
Signature	Date: 12/9/2025	Signed by: Dr. Christine Cauffield 2B9C4E9BA9EF402...	Date: 11/5/2025
Printed Name: Diana Finegan	Title: Chairman	Printed Name: Dr. Christine Cauffield	Title: CEO

APPROVED

DEC - 9 2025

BOARD OF COUNTY COMMISSIONERS

HEALTH SYSTEMS

MEMORANDUM

Coordinated Opioid Recovery (CORE) Network of Addiction Care Level 2 Background Screening for Emergency Medical Services (EMS) and Law Enforcement

Date: 11/5/2025 | *Written by* Shelley Katz, COO

Agreement Language Reference – Notice of Change

Current Language

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS) and non-Law Enforcement: The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,
ii. Fingerprinting for all criminal record checks,
iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: https://www.myflfamilies.com/services/background-screening.

Revised Language (indicated in red font)

Section 4. Miscellaneous

4.2. Employment Screening

4.2.1. ~~For non-Emergency Medical Services (EMS) and non-Law Enforcement:~~ The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards

specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

vii. Employment history check,

viii. Fingerprinting for all criminal record checks,

ix. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

x. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

xi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: https://www.myflfamilies.com/services/background-screening.

Impact

As of November 4, 2025, the Florida Department of Children and Families (DCF) has informed Lutheran Services Florida, Inc. d/b/a LSF Health Systems (LSFHS) that all agencies, including Contractors who hold a Purchase Order (PO) Agreement for Opioid Settlement – Non-Qualified County (NQC) and Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care funds, are **not** exempt from the background screening requirement, as indicated in the **Current Language** stated above. All agencies must perform the DCF Level 2 Background Screening on all staff funded by LSFHS through the PO Agreement.

This new information from DCF is contrary to what was previously approved in the past. Despite LSFHS' advocacy regarding this exemption, we were informed that this requirement stands.

An amendment to the PO Agreements, reflecting the removal of the exemption for EMS and Law Enforcement, as outlined in the **Revised Language** stated above, is forthcoming.

April 14, 2026

Chief Jason Morgan
Citrus County Fire Rescue

Dear Chief Morgan,

Thank you for sharing your concerns regarding the contract amendment language regarding Level 2 Background screens. We understand the process has been challenging and appreciate your efforts to ensure your staff paid for through DCF funds are properly background screened. As discussed, while you have obtained Level 2 screens, they are not under the correct ORI/OCA. We have provided the technical assistance to obtain the correct coding. Signing the amendment is not intended to assert that you were fully compliant as of the effective date, just that you are aware that the requirement is in place effective on that date and that you will take the necessary steps to comply. Please keep us posted on the outcome of your efforts to complete the screening process so that we can document full compliance in the contract file once completed.

We appreciate your partnership and the great work being done by Citrus County Fire Rescue.

Shelley Katz

Shelley Katz, MSW, MBA
Chief Operating Officer
LSF Health Systems
904.254.1338

HEALTH SYSTEMS

MONITORING REPORT

Fiscal Year 2025-2026

Provider Name: Citrus County Florida for and on behalf of Citrus County Fire Rescue
Contract Number: PO121
Report Date: March 25, 2026
Revised Report Date: April 15, 2026

LSF Health Systems (LSFHS) conducted a virtual monitoring for Citrus County Florida for and on behalf of Citrus County Fire Rescue (CiCFR) for compliance with contractual requirements on March 2, 2026, through March 6, 2026. The Compliance and Network Management teams completed a **limited** scope monitoring during their visit.

LSF Health Systems Monitoring Team:

- Buffy M. Reeder, MBA, Senior Director of Compliance
- Jennifer Woolfe, MPH, Network Manager Team Lead
- Cezelene Powell, Network Manager

Representatives of the Citrus County Fire Rescue who participated in the monitoring visit:

- Jason Morgan, Division Chief of Emergency Medical Services (EMS)
- Cortney Marsh, Communications Specialist

Monitoring Dates:

- Entrance: March 2, 2026
- Exit: March 6, 2026
- Interviews:
    - None.

Summary of Items Requiring Improvement for Compliance Resulting in a Corrective Action Plan (CAP) or a Technical Assistance Plan (TAP)

The following items were reviewed and found to be outside of regulation, contractual requirement, governance standards, or areas that are not regulated by contract or other regulations, which require a CAP/TAP.

- LSFHS Network Management noted the following:
    - Employees must have a Level 2 clearance letter or clearinghouse printout for the Department of Children and Families (DCF) Substance Abuse.
        - ***After further review, it was noted that CiCFR took immediate action to obtain Level 2 Clearance for their LSFHS-funded staff upon receipt of the LSFHS Memorandum on November 5, 2025, advising the background***

screening requirement was no longer exempt for EMS, per the Florida Department of Children and Families (DCF). CiCFR received a background screening and Rap Sheet through Citrus County Transit's Clearinghouse account. While the background screenings do not have the correct screening clearance (DCF Substance Abuse) required for the Purchase Order Agreement (PO), LSFHS will accept this as provisional compliance recognizing the good faith effort made to be in compliance with the new PO agreement requirements. Additionally, CiCFR has already made efforts to obtain their own OCA/ORI with DCF Clearinghouse in order to perform the background screenings themselves. A TAP will be issued for this finding with a compliance due date of May 29, 2026.

Summary of Items Requiring Improvement for Compliance

The following items were reviewed and found to be outside of regulation, contractual requirement or governance standards, however, they did not meet the threshold required to receive a CAP/TAP.

- None.

Summary of Recommendations for Best Practice

LSFHS recommends the following improvements as best practices or areas to improve quality which are not mandated by regulation or contract.

- LSFHS Network Management note the following:
  - CiCFR should request their own ORI and OCA number from DCF, rather than use the account assigned to Citrus County Transit.
  - As of March 11, 2026, per DCF, providers must use the ***Attestation of Good Moral Character Form (CF 1649)*** for all new LSF-funded employees and LSF-funded employees who are required to be re-screened (every five years). This form replaces the existing Affidavit of Good Moral Character. A copy of the form has been provided with this report.

Summary of Items Pending

LSFHS is waiting on the following items to complete the required criteria to be monitored for contract compliance.

- Level 2 Background Screenings for each employee on the Network Management Sample who are funded by LSFHS.

HEALTH SYSTEMS

Summary of Points of Excellence

During the visit, LSFHS observed the following outstanding or innovative items occurring at the provider agency.

- CiCFR's staff were very helpful and accommodating by providing substantiating audit documentation.
- CiCFR is spending their funds on allowable expenses based on the Purchase Order (PO) Agreement and is 100 percent compliant.
- CiCFR correctly completed and notarized the Affidavit of Good Moral Character for all three employees in the sample.

Summary of Points of Concern

During the visit, LSFHS observed the following areas of concern occurring at the provider agency.

- None.

List of Items Monitored in the Scope of this Monitoring Visit

A comprehensive list of areas reviewed by the monitoring team for compliance is as follows:

- Compliance
  - Fiscal Management payroll testing
  - Expense reconciliation testing
- Network Management
  - Level 2 Background Screening

Technical Assistance Provided During Monitoring

During the visit, LSFHS provided the following technical assistance to staff at the provider agency.

- LSFHS Network Management noted the following:
  - Technical assistance was provided to Communication Specialist Cortney Marsh and Chief Jason Morgan on March 12, 2026, concerning Level 2 background screening requirements and CFOP 60-25, Chapter 2.

Conclusion

Specific results of monitored items are provided in the detailed reports attached hereto.

A Network Management technical assistance plan **has** been issued as the result of this visit. Questions regarding this report may be directed to Cezelene Powell, Network Manager, at cezelene.powell@lsfnet.org, and Buffy M. Reeder, Senior Director of Compliance, at buffy.reeder@lsfnet.org and (904) 337-4059.

HEALTH SYSTEMS

Authority and Governance for Agency Monitoring:

Section 3.2.1 of the LSFHS PO Agreement with Citrus County Florida for and on behalf of Citrus County Fire Rescue

§394.741, Fla. Stat.

§402.7305, Fla. Stat.

65E-14.014, Florida Administrative Code

DCF CFOP 75-8

Citrus County, Florida for and on behalf of Citrus County Fire Rescue
Amendment 101 to Purchase Order Agreement 2

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and **Citrus County, Florida for and on behalf of Citrus County Fire Rescue** ("Contractor") to be effective upon execution by all parties. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, on September 9, 2025, LSF and Contractor entered into a Purchase Order Agreement 2 (Agreement) that was effective July 1, 2025, and;

Whereas, on December 9, 2025, the parties amended the Agreement to update the link referenced in Section 4.1 of the Agreement, and;

Whereas, LSF wishes to amend the agreement entered into between said parties to modify certain provisions Section 4 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Agreement. In the event of conflict between this Amendment and the Agreement, this Amendment shall control.

2. Purchase Order Agreement 2, Section 4.1.1., 'Employment Screening' is amended to:

    a. Remove the following: "For non-Emergency Medical Services (EMS) and non-Law Enforcement:"

    b. Add the following after "its subcontractors…": "…and funded through this agreement as reflected in Sections 1.1 and 1.2," and is otherwise unchanged. The terms outlined in the Agreement shall be effective on November 1, 2025, per the attached Memorandum.

3. Purchase Order Agreement 2, Section 4.1.2. is removed entirely. All proceeding sections, if applicable, are renumbered accordingly and are otherwise unchanged. The terms outlined in the Agreement shall be effective on November 1, 2025, per the attached Memorandum.

4. Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed Amendment 101 to Purchase Order Agreement 2 this ____ day of _____, 2026.

Citrus County, Florida for and on behalf of Citrus County Fire Rescue		**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**	
		Dr. Christine Cauffield	05/04/2026
Signature	Date	Signature	Date
		Dr. Christine Cauffield	CEO
Printed Name	Title	Printed Name	Title

AGENDA MEMORANDUM

FROM:	Jessica Flynn, Human Resources Director
SUBJECT:	Agreement with College of Central Florida - Co-Op and Internship Agreement
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A student currently enrolled at College of Central Florida has requested the opportunity to participate in an internship with the County's Geographic Information Systems (GIS) Division. This internship is intended to provide the student with valuable real-world, hands-on experience aligned with their academic program. As part of the College's requirements, an internship agreement has been provided outlining the specific training and learning objectives to be completed during the student's assignment within the GIS Division.This is an unpaid internship opportunity and will not result in any cost to the County for participation.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Co-Op and Internship Agreement with the College of Central Florida **(Jessica Flynn, Human Resources Director)**

ATTACHMENTS:

1. College of Central Florida Internship Agreement

College of Central Florida
Co-Op and Internship Agreement

Student Contact Information

Student Name: Cassandra (First) Sue (Middle Initial) Brennan (Last)

Address: 10 N. Barbour st. City, State, Zip: Beverly Hills, Fl 34465

Phone: 706-809-8424 Email: brennanc@patriots.cf.edu

Student's Program of Study: B.A.S Management Information Systems Spec

Is student 17 years old or younger? (Yes or No): No

Student Emergency Contact Information

Emergency Contact: Christine (First) Martin (Last) Friend (Relationship)

Phone: 352-270-4756 Email:

College Contact Information

Name: Bonnie (First) Hays (Last)

Title: Manager, Work Readiness

Phone: 352-854-2322 ext. 1855 Email: haysb@cf.edu

Sponsor Contact Information

Business/Organization Name: Citrus County, Florida - GIS Division

Federal Tax ID # (FEIN): 59-6000548 Visit SunBiz.org to lookup FEIN if needed

Phone: 352-527-5544

Address: 3600 W. Sovereign Path, Ste 264 (Street Address)

Lecanto (City) FL (State) 34461 (ZIP Code)

Designated Supervisor Contact Info

Supervisor Name: Cynthia Skelhorn (First) (Last)

Title: GIS Director

Phone: 352-527-5534 Email: cynthia.skelhorn@citruscounty.gov

Co-Op/Internship Dates and Schedule

Start Date: May 27, 2026 End Date: August 10, 2026

Hours per Week or Total per Term: 120 hours total

Course/Section Number: ex. MAN4940-15: MAN4940-01

***Student's Job?:**	Yes ☐	No ☑	Students may use current employment to satisfy the internship if relevant tasks and mentoring are provided.
Compensation:	Unpaid ☐	Paid ☑	If unpaid, check with college staff if any questions about Fair Labor Standards
Worker's Comp/Accident Insurance:	Provided by Sponsor: ☐	Provided by College: ☑	A.S. and B.A.S. students are covered by college insurance. Confirm with college if needed.

*If no, internship does not guarantee employment upon completion.

Training Plan

Job Description (what projects, tasks, shadowing will student complete?)	Utilize Geographic Information Systems (GIS) software and programs to create and maintain geographically referenced data, maps and reports. The internship will develop skills in creating electronic and print maps from GIS data, maintaining and querying geographic data, and developing Python code to retrieve and analyze data.
Specific TECHNICAL SKILLS to learn or improve (should be related to student's program of study)	Complete initial training (approximately 15 hrs) as an introduction to Geographic Information Systems. Complete two projects involving GIS data management and data editing, with related maps, data selection via queries and web applications. Complete one project by applying at least one common programming language.
Specific SOFT SKILLS to learn or improve (may include communication, problem solving, critical thinking, etc.)	The soft skills to learn include: the ability to work within a team, to communicate technical information to other team members and the public, and gaining an understanding of data selection, symbology and display in geographic systems.
Management Skills to learn or improve (required for bachelor degree students only)	Management skills can be gained in terms of data management and data governance, documentation of workflows and processes, and communicating within a team environment.

Signatures (indicates review & approval of Training Plan and Roles & Responsibilities)

Sponsor/ Supervisor Signature: _____ Date _____

Student Signature: [signature] Date 4-29-26

College Staff Signature: [signature] Date: 4/28/26 (Bonnie Hays, Internship Coordinator, College of Central Florida)

College of Central Florida offers equal access and opportunity in employment, admissions and educational activities. The college will not discriminate on the basis of race, color, ethnicity, religion, sex, age, marital status, national origin, genetic information, veteran status or disability status and any other factors prohibited under applicable federal, state, and local civil rights laws and regulations in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this policy statement, the college will not tolerate such conduct. The Title IX Coordinator has been designated to handle inquiries regarding nondiscrimination policies and can be contacted at the Ocala Campus, 3001 S.W. College Road, at 352-291-4410.

CF Co-Op and Internship Program: Roles and Responsibilities

All Parties	All parties involved will: • Not terminate the agreement without the knowledge of all parties concerned. • Work cooperatively to create and carry out the skill development, training plan and evaluation. • Any issues or concerns should be discussed with college contact person listed on this form as soon as possible.
Sponsor and Supervisor Responsibilities	The sponsor will: • Provide tasks as specified above for the purposes of providing work experience. • Assign a supervisor who will provide coaching, guidance, and feedback for the student. • Ensure health and safety regulations are followed to protect the student. • Ensure the student is receiving appropriate training in skill development, safety, confidentiality, and the process for reporting of work-related injury, illness, harassment, or discrimination. • Complete an evaluation of the student's performance (form provided by college.) • Ensure that an emergency contact form is on file for each student. • If the student is 17 years of age or younger, in the event of a workplace injury or illness, or allegation of harassment or discrimination, the employer will contact the student's parent or legal guardian and college contact as soon as possible. • Adhere to all State and Federal laws and regulations regarding fair wages and labor, and workplace discrimination.
College Responsibilities	The college will: • Orient the sponsor and student to the rules, policies, and procedures related to internship. • Train student on professionalism expectations. • Work with the sponsor to ensure student skill development and assessment, career planning and preparation, student reflection on their experience, reasonable accommodations for disabilities, and to assign the student a final grade. • If the student is 17 years of age or younger, the college will notify the student's parent or legal guardian if there is a report of an injury or illness, or allegation of harassment or discrimination involving the student related to the work-based learning opportunity. • Distribute the Co-op/Internship Agreement to the signing parties. • Coach the student to ensure work-related skill development throughout the experience.
Parent/Guardian Responsibilities (only for minors)	If student is 17 years of age or younger, the parent or legal guardian will: • Agree that the student may participate in the work-based learning opportunity as provided by the educational institution. • Understand and agree that the student will be off school property and may be in contact with members of an agency who are not associated with school processes and procedures.
Student Responsibilities:	The student will: • Follow the policies, rules, and regulations of the school and employer. • Follow confidentiality expectations provided by the employer. • Maintain actions, attitudes, and appearance that reflect professionalism. • Complete tasks, projects, and assignments provided by sponsor and communicate with sponsor if assistance or clarification is needed. • Provide advance notice of absences to the employer supervisor and instructor. • Complete all required records and documentation required for the program. • Communicate with the college if issues arise at the co-op/internship site. • Provide documentation of completed hours as outlined by the college and verified by the sponsor.

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**May 26, 2026**

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.

Various Departments - Allocate funds for the software application that will monitor the health, location and the operator safety of the County's motorized fleet.

Management and Budget - Transfer funds into the transfer account to close the grant fund.

Visitors & Convention Bureau - Transfer funds to replace the broad band river camera that has failed and is non-repairable, located at the McRae's Boat Ramp.

Inverness Airport - Transfer funds to cover the cost of tree trimming.

Crystal River Airport - Transfer funds to cover the cost of the replacement generator engine due to engine failure.

Communication Services - Transfer additional funds to switch the replacement computer request from a desktop to a laptop.

Animal Services - Transfer funds to cover the increase in animal services citations.

Fire Rescue - Reallocate funds into the proper account to cover the emergency expense for a new well and fencing.

Emergency Medical Services - Allocate funds to cover the expense of an additional paramedic student.

Solid Waste Management(2) - Allocate funds for assessment mailing and equipment rental.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

See attached budget transfers

RECOMMENDED ACTION:
Approve the budget transfers for Various Departments, Management and Budget, Visitors & Convention Bureau, Inverness Airport, Crystal River Airport, Communication Services, Animal Services, Fire Rescue, Emergency Medical Services and Solid Waste Management (2) for fiscal year 2025-2026 **(Tammy Wilson, Management & Budget Director)**

ATTACHMENTS:
1. BT052626

Citrus County Board of County Commissioners
Budget Transfer Form

April 27, 2026 — **Date**

Various Budgets — **Fund Number** / **Fund Title**

Dept/Office/Division: Various Budgets

Department Number	Account Number	From Amount	To Amount	Account Title
3215	61000	11,424		Reserve Fund Balance
3215	53416		11,424	Software as a Service
3455	61000	4,570		Reserve Fund Balance
3455	53416		4,570	Software as a Service
4151	61000	1,247		Reserve Fund Balance
4151	53416		1,247	Software as a Service
4155	56400	37,692		Machinery & Equipment
4155	53416		35,725	Software as a Service
4155	54201		1,967	Postage
4181	61000	5,193		Reserve Fund Balance
4181	53416		5,193	Software as a Service
5213	61000	3,116		Reserve Fund Balance
5213	53416		3,116	Software as a Service
7201i	59100	208		Transfer
7201i	53416		208	Software as a Service
7201CR	59100	208		Transfer
7201CR	53416		208	Software as a Service
8200	61000	208		Reserve Fund Balance
8200	53416		208	Software as a Service
9100	61000	18,070		Reserve Fund Balance
9100	53416		18,070	Software as a Service

Detailed Reason for Transfer:

This budget transfer allocate funds for the software application that will monitor the health, locations, and operator safety of the County's motorized fleet.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: B Buckhalter Date: 4/27/26

Board Approval:

2 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

May 4, 2026	007J	SCOP - Deltona
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Management and Budget

Department Number	Account Number	From Amount	To Amount	Account Title
5767J	56300	52,326		Improvement other than Bldg
5767J	59100		52,326	Transfers

Detailed Reason for Transfer:

This will allocate the budget to the transfer account to close the grant fund.

Division Approval: *Prepared by Management & Budget* Date: 05/04/2026

Department/Office Approval: *Prepared by Management & Budget* Date: 05/04/2026

Management & Budget Approval: [signature] Date: 5/5/26

Board Approval:

3 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

April 28, 2026	160	Tourism
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	54800	625		Promotional Activties
2122	54605		625	Equipment Maintenance

Detailed Reason for Transfer:

This budget transfer allocates funds to Royal "T" Systems to replace the broad band river camera that has failed and is not repariable located at the McRae's Boat Ramp.

Division Approval: Date: 4/29/26

Department/Office Approval: Date: 5/4/26

Management & Budget Approval: Date: 5/4/26

Board Approval:

4 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

April 29, 2026	010	Aviation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: 7201I - Inverness Airport

Department Number	Account Number	From Amount	To Amount	Account Title
7201I	54600	3,600		Repair and Maintenance
7201I	53409		3,600	Contractual Serv Mowing

Detailed Reason for Transfer:

Transfer funds to cover the cost of tree trimming at Inverness Airport (INF).

Division Approval: Date:

Department/Office Approval: Date: 04/30/2026

Management & Budget Approval: Date: 5/5/26

Board Approval:

5 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

April 29, 2026	010	Aviation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: 7201CR - Crystal River Airport

Department Number	Account Number	From Amount	To Amount	Account Title
7201CR	54604	30,000		Maintenance - Buildings
7201CR	54605		30,000	Equipment Maintenance

Detailed Reason for Transfer:

Transfer funds to cover the cost of a replacement generator engine at Crystal River Airport (CGC) due to engine failure.

Division Approval: Date:

Department/Office Approval: Date: 04/30/2026

Management & Budget Approval: Date: 5/5/26

Board Approval:

6 V

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2026	001	General Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Communication Services

Department Number	Account Number	From Amount	To Amount	Account Title
2106	55120	800		Office/Non-Capital Equipment
2150	55270		800	Computer Accessories

Detailed Reason for Transfer:

This budget transfer will allocate additional funds to switch the replacement computer request from a desktop to a laptop.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: Date: 5/6/26

Board Approval:

1 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2026	106	Animal Services
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Animal Services

Department Number	Account Number	From Amount	To Amount	Account Title
5106	61000	1,500		Reserved Budget Fund Bal
5106	54901		1,500	Court Cost

Detailed Reason for Transfer:

Transfer funds to cover the increase in animal services citations.

Division Approval: *Prepared by Management & Budget* Date: 05/06/2026

Department/Office Approval: *Prepared by Management & Budget* Date: 05/06/2026

Management & Budget Approval: [signature] Date: 5/6/26

Board Approval:

8 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2026	154	FIRE ADMIN
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: FIRE RESCUE

Department Number	Account Number	From Amount	To Amount	Account Title
3200	54604	21,680		MAINTENANCE-BUILDING
3200	54600	8,885		REPAIR & MAINTENANCE
3200	56300		30,565	IMPROV OTHER THAN BUILDING

Detailed Reason for Transfer:

REALLOCATE FUNDS INTO THE PROPER ACCOUNT TO COVER THE EMERGENCY EXPENSE FOR A NEW WELL AND FENCING THAT WAS BUDGETED TO MAINTENANCE BUT DETERMINED TO BE AN ASSET.

Division Approval: Date: 5/6/26

Department/Office Approval: Date: 5/6/2026

Management & Budget Approval: Date:

Board Approval:

9 ✓

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2026	480	EMS
Date	Fund Number	Fund Title

Dept/Office/Division: Emergency Medical Services

Department Number	Account Number	From Amount	To Amount	Account Title
4180	54603	1,360		VEHICLE MAINT
4180	55500		1,360	TRAINING

Detailed Reason for Transfer:

TO COVER EXPENSES FOR ADDITIONAL PARAMEDIC STUDENT

Division Approval: Date: 5/6/26

Department/Office Approval: Date: 5/6/2026

Management & Budget Approval: Date:

Board Approval:

Citrus County Board of County Commissioners
Budget Transfer Form

May 5, 2026	401	Landfill Main
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5212	54201		28,000	Postage
5212	53400	28,000		Other contractual services

Detailed Reason for Transfer:

This budget transfer will cover the shortfalls due to costs that were higher than anticipated for MSBU notice of Increase mailing.

Division Approval: Joshua Younce Date: 05/05/26

Department/Office Approval: Carlton Hall (May 7, 2026 13:53:12 EDT) Date: 05/07/26

Management & Budget Approval: Date: 5/8/26

Board Approval:

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2026	401	Landfill Main
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5212	54402		2,700	Equipment Rental
5212	53400	2,700		Other contractual services

Detailed Reason for Transfer:

This budget transfer will cover the shortfalls due to needing extended time with the rental equipment, to finish projects.

Division Approval: Joshua Jounce Date: 05/06/26

Department/Office Approval: Carlton Hall (May 7, 2026 13:49:58 EDT) Date: 05/06/26

Management & Budget Approval: Date: 5/8/26

Board Approval:

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	Budget Resolutions
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenue are not included in the original budget.

Amend the Alzheimer's Disease Initiative (ADI) and the State Housing Initiatives Partnership (SHIP) grant budgets.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution amending/adopting the Alzheimer's Disease Initiative (ADI) and the State Housing Initiatives Partnership (SHIP) grant budgets for fiscal year 2025-2026. **(Tammy Wilson, Management & Budget Director)**

ATTACHMENTS:

1. 5-26-26res

RESOLUTION NO. 2026-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2025-26 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2025-2026 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 2025-2026 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 26th day of May 2026, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

TRACI PERRY, CLERK

DIANA FINEGAN, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

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: Tammy Wilson, Director
Department of Management and Budget

DATE: May 26, 2026

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend the Alzheimer's Disease Initiative (ADI) grant budget for the increase in funding from Amendment #2 as approved and executed by the Board of County Commissioners on April 8, 2026.

2. Amend State Housing Initiative Partnership (SHIP) grant budget to record income into the proper accounts to coincide with actual grant expenditures.

Exhibit A

185E ALZHEIMERS DISEASE INITIA

Amendment #		Account Number	Account Description	Amount
1	*Revenues*	185E-334691	OTHER HS GRANTS - STATE	$150,000
			Total Revenues	$150,000
1	*Expenditures*	185E-5358EMS-55107	SUPPLIES - PROGRAM	$5,000
		185E-5358ERE-53485	CONTR SERV - RESPITE CARE	$145,000
			Total Expenditures	$150,000

133D SHIP

Amendment #		Account Number	Account Description	Amount
2	*Revenues*	133D-337550	SHIP RECYCLED/PROG INCOME	$33,849
2		133D-361200	MONEY MKT & LGIP INTEREST	$8,034
			Total Revenues	$41,883
2	*Expenditures*	133D-5304D-51200	REGULAR SALARIES & WAGES	$2,094
		133D-5304D-53400	OTHER CONTRACTUAL SERV	$39,789
			Total Expenditures	$41,883

AGENDA MEMORANDUM

FROM:	Jessica Flynn, Human Resources Director
SUBJECT:	Asset Deletion - Claim F232AL0042-01
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

The Solid Waste Division suffered the total loss of a Kubota RTV, Asset #56666, due to a motor vehicle accident on 10/28/2025. Our County employee was injured, but the accident was not their fault nor were they cited for the accident. The County's insurance company, Markel, has reimbursed the County $16,093.00 which includes the salvage of this asset. The County will be salvaging this asset to Markel. A JV for the reimbursement was sent to Solid Waste on 01/26/2026.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve the deletion of Asset #56666 from the Solid Waste Division due to the total loss on October 28, 2025. **(Carlton Hall, Public Works Director, Joshua Younce, Solid Waste Director)**

ATTACHMENTS:

1. Asset Activity Form
2. JV to Solid Waste Division
3. Correspondence between Risk Management and Markel
4. SKM_C450i26051314420_Redacted

Asset Activity Form

□ Department Transfer □ Custodian Change	Current Department: 5212 Current Custodian: Aaron W. Lake New Department: _____ New Custodian: _____	
□ 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*
5212	56666	Kubota RTV	A5KP1HDBERG017770	05/08/2025	$17,248.92

Comments/Justification:
Machine was involved in an accident and deemed a total loss per Risk Management.

Initiating Department

Aaron W Lake — Aaron W Lake (Apr 28, 2026 14:30:22 EDT) — 04/28/2026
Asset Custodian or Division Director Signature* Date

Carlton Hall (Apr 29, 2026 06:39:26 EDT) — 04/29/2026
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: _____

TRANSFER FORM
(Journal Voucher)

DATE 1/26/26

TRANSFER FROM (charge): Insurance Trust

(Department using service, personnel, supplies, etc.)

	FUND	DEPARTMENT	ACCOUNT	AMOUNT
DEBIT	171	8100	54550	$16,093.00
DEBIT				
DEBIT				
DEBIT				
DEBIT				
DEBIT				
DEBIT				
DEBIT				

TRANSFER TO (reimburse): Solid Waste

(Department providing service, personnel, supplies, etc.)

	FUND	DEPARTMENT	ACCOUNT	AMOUNT
CREDIT	403	5213	56400	$16,093.00
CREDIT				
CREDIT				
CREDIT				
CREDIT				
CREDIT				
CREDIT				
CREDIT				

EXPLANATION: Reimbursement for total loss to Asset #56666 damaged on 10/28/2025 due to an MVA. County Claim 2026-020 - CRM Claim F232PR0016-01 - TOTAL FOR THIS JV: $16,093.00.

APPROVED BY: Jennifer Palmer **DATE:** 1/26/2026

(Transfer From)

APPROVED BY: JY **DATE:** 1/27/26

(Transfer To)

FINANCE DEPARTMENT USE

POSTED BY: **DATE:**

JV NUMBER:

Jennifer L. Palmer

From: Ellen A. Nichols
Sent: Wednesday, April 29, 2026 8:46 AM
To: Jennifer L. Palmer
Subject: FW: [EXTERNAL]RE: Markel Claim MXMP126335 CRM claim F232PR0016-01

Jenn- this is what we received from Markel.

Ellen Nichols

Desk: 352-527-5363
Fax: 352-527-5300

From: Mevic, Amina <Amina.Mevic@Markel.com>
Sent: Wednesday, December 31, 2025 12:01 PM
To: Ellen A. Nichols <Ellen.Nichols@citrusbocc.com>; aroman@crm-su.com
Cc: Melody.Blake@bbrown.com; Bryan J. Cope <Bryan.Cope@citrusbocc.com>
Subject: RE: [EXTERNAL]RE: Markel Claim MXMP126335 CRM claim F232PR0016-01

Hi Ellen,

Thank you so much for your patience. The field adjuster did complete his inspection, and I received the completed report from him. I am now able to offer payment.

Explanation of claim payment calculation:
The IA reports that this unit is a total loss. The repairs total $16,587.61. The scheduled limit on the policy for this unit is $17,093. The $1,000 deductible applies.

Claim Payment
Kubota RTVX2 limit: $17,093
Less $1,000 deductible
Final payment= $16,093

****Please note- our salavage department will be in contact to schedule pick up of the Kubota**

As confirmed, I will be mailing check to:

Citrus County, Florida
3600 W Sovereign Path Ste 180
Lecanto, FL 34461-7718

Let me know if you have any questions or concerns. I am also available discuss over the phone if needed.
Thanks and have a nice day.

Amina Mevic
Associate Claims Examiner – Inland Marine

Direct: 847-572-6317
Rosemont, IL

Claims Division

Markel®
California License No. OD95581
Cory Bledsoe, Qualified Manager
California License No. 4328817

markel.com

MARKEL

LinkedIn | Instagram | Facebook | X

From: Ellen A. Nichols <Ellen.Nichols@citrusbocc.com>
Sent: Wednesday, December 31, 2025 10:39 AM
To: Mevic, Amina <Amina.Mevic@Markel.com>; aroman@crm-su.com
Cc: Melody.Blake@bbrown.com; Bryan J. Cope <Bryan.Cope@citrusbocc.com>
Subject: RE: [EXTERNAL]RE: Markel Claim MXMP126335 CRM claim F232PR0016-01

Hello Amina- Following up on this request- we did receive a call from a field adjuster, but to my knowledge nobody has been out to see the Kubota- please send a status update, we recently had a mechanical issue with another truck and we need to get this one up and running

Ellen Nichols

Desk: 352-527-5363
Fax: 352-527-5300

From: Mevic, Amina <Amina.Mevic@Markel.com>
Sent: Tuesday, December 9, 2025 10:30 AM
To: Ellen A. Nichols <Ellen.Nichols@citrusbocc.com>; aroman@crm-su.com
Cc: Melody.Blake@bbrown.com
Subject: [EXTERNAL]RE: Markel Claim MXMP126335 CRM claim F232PR0016-01

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

Hi Ellen,

Thank you for speaking with me about this claim. As discussed, I have sent this claim to a field adjuster who will be in contact with you to come out and do an inspection. I will have an update for you once the field adjuster sends me the report.

Thank you,

Amina Mevic
Associate Claims Examiner – Inland Marine

Direct: 847-572-6317
Rosemont, IL

Claims Division

Markel®
California License No. OD95581
Cory Bledsoe, Qualified Manager
California License No. 4328817

markel.com

MARKEL

LinkedIn | Instagram | Facebook | X

From: Ellen A. Nichols <Ellen.Nichols@citrusbocc.com>
Sent: Friday, December 5, 2025 1:44 PM
To: Mevic, Amina <Amina.Mevic@Markel.com>; aroman@crm-su.com
Cc: Melody.Blake@bbrown.com
Subject: Markel Claim MXMP126335 CRM claim F232PR0016-01

Amina- pleasure speaking with you- the Kubota was new to our policy this year- see the serial numbers below.

56666	2024	Kubota RTVX2	A5KP1HDBERG017770	Solid Waste

Please coordinate with me for the inspection of the truck by the field adjuster.

Ellen Nichols ARM-P
Risk Manager
Citrus County
Management & Budget
3600 W Sovereign Path
Suite 180
Lecanto, FL 34461

Desk: 352-527-5363
Cell: 352-400-0682
Fax: 352-527-5300

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MARKEL

MARKEL AMERICAN INSURANCE COMPANY
P O Box 2009
Glen Allen, VA 23058-2009

TRUIST
TRUIST

64-79
811

CHECK **530243826**

	VENDOR ID	DATE	AMOUNT
ER		01/05/2026	*****$16,093.00

FRONT CONTAINS VOID PANTOGRAPH

Pay the sum of: **Sixteen Thousand Ninety Three And 00/100 US Dollars**

To the order of: Citrus County, Florida
3600 W Sovereign Path
Ste 180
Lecanto FL 34461-7718

Chief Financial Officer

Treasurer

[redacted]

MARKEL AMERICAN INSURANCE COMPANY

Check **530243826**

INVOICE NO.	DATE	MEMO	NET AMOUNT
970557	12-31-25	Insured: Citrus County, Florida Claimant: Citrus County, Florida Policy Number: MKLM2IM0003158 Claim Number: MXMP126335 Effective Date: 06/01/25 Expiration Date: 06/01/26 Loss Date: 10/28/25 Adjuster: Amina Mevic MXMP126335	16,093.00

RECEIVED
JAN 9 REC'D
2026
RISK MANAGEMENT

VENDOR I.D.	VENDOR	TOTALS	$16,093.00
[redacted]	Citrus County, Florida		

[redacted]

1/8/26

AGENDA MEMORANDUM

FROM:	Carlton Hall, Public Works Director
SUBJECT:	Acknowledgment 1 Addendum to T-Hangar Lease (O'Hanrahan & Dupont) & 1 Renewal (Serra)
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On November 19, 2024 the Board of County Commissioners approved the use of the new T-Hangar lease and authorized the continued use of the previously established policy, approved September 11, 2018, granting the County Administrator or designee authority to complete and execute hangar leases on behalf of the Board in a timely manner and cause them to be presented to the Board for acknowledgment at the next available regular Board meeting.

In accordance with this motion, staff has processed one (1) Addendum to Box Hangar Lease (O'Hanrahan & Dupont) & one (1) Renewal (Serra) and recommends acknowledgment of the attached lease agreement(s):

O'Hanrahan & Dupont (CGC Box 414) Addendum Add Mr. Dupont as Co-Tenant.
Size 3,472
Rent $4.55 sf/yr
CAM $26.04 (Common Area Maintenance)
Monthly $1,421.49

Joseph Serra KINF 1-J
Size 1,541
Rent $5.08 sf/yr
CAM $10.28 (Common Area Maintenance)
Monthly $513.30

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Receipt	Receivable	Balance
010-362115	KINF Airport Rental	$0	$0	$0	$0
010-362145	KINF CAM Tax Exempt	$0	$0	$0	$0
010-362146	CGC CAM Tax Exempt	$0	$0	$0	$0
010-362116	CGC Airport Rental	$0	$0	$0	$0

The potential annual revenue is: CGC $1,316.46 x 12 = $15,797.52 and annual CAM revenue is: $26.04 x 12 = $312.48 and KINF is: $474.12 x 12 = $5,694.60 and annual CAM revenue is: $10.28 x 12 = $123.36

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached and executed Addendum to Box Hangar Lease (O'Hanrahan & Dupont) & one (1) Renewal (Serra). **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. Supporting Docs Addendum (O'Hanrahan & Dupont) Renewal (Serra)

ADDENDUM TO HANGAR LEASE AGREEMENT

(for lease of County-owned and operated Hangars)

THIS ADDENDUM TO HANGAR LEASE AGREEMENT dated November 4, 2025, is made and entered into on April 21, 2026, by and between **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "Lessor") and **TLC CARWASH LAND TRUST CORPORATION, a Florida Profit Corporation**, (hereinafter referred to as "Lessee"), and **LARRY DUPONT**, (hereinafter referred to as "Co-tenant").

WHEREAS, the Lessor and Lessee entered into a Hangar Lease Agreement on November 4, 2025, and

WHEREAS, Lessee requests the addition of a Co-tenant, **LARRY DUPONT**, whose address is 1130 N. Cresent Dr., Crystal River, FL 34429, to the Hangar Lease Agreement (Lease) between the Parties dated November 4, 2025, and

WHEREAS, the County wishes to amend the Lease Agreement to add the Co-tenant, and

WHEREAS, this Addendum modifies the Lease between the Parties. All remaining terms and conditions of said Lease shall remain in effect.

NOW THEREFORE, the Hangar Lease Agreement between the Parties dated November 4, 2025, is hereby amended as follows:

1. This Addendum is incorporated into and made part of the Lease executed by the Lessor and Lessee dated November 4, 2025.

2. The Parties agree that the definition of a Co-tenant means one (1) of up to four (4) individuals who jointly seek to lease Box Hangar 414 located on the Crystal River Airport (the Premises) pursuant to the Original Lease Agreement by jointly executing this Addendum and jointly holding responsibility for the performance of all of the terms and conditions of the Lease, including timely payment of rent and any other charges during the Term of said Lease.

3. All Lessees acknowledge that they have read and understand all terms, conditions and requirements of the Lease between the Parties dated November 4, 2025, including any attached addendums and disclosers, and agree to accept full responsibility for the performance of all of the terms and conditions of the Lease including timely payment of rent and any other charges during the Term of said Lease.

4. All Parties acknowledge that the Term of said Lease will expire on October 31, 2027. The original Lease Term remains unchanged and has not been extended or renewed beyond that date. The Lease may be renewed upon negotiation.

5. Any further modification, assignment or other transfer of any of the rights will require written approval of the Lessor.

6. The Lease may be terminated or modified upon thirty (30) days written consent signed by the Lessor and all Lessees.

IN WITNESS WHEREOF, this Addendum to Hangar Lease Agreement is accepted by the Parties as of the date noted above.

LESSOR:

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

Steve L. Howard
County Administrator

4/21/26
Date

LESSEE:

TLC CAR WASH LAND TRUST CORPORATION, a Florida profit corporation

Edward J. O'Hanrahan, President

4/15/2026
Date

IN WITNESS WHEREOF, this Addendum to Hangar Lease Agreement is accepted by the Parties as of the date noted above.

LESSOR:

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

Steve L. Howard
County Administrator

4/21/26
Date

CO-TENANT:

LARRY DUPONT

Larry Dupont

4-15-26
Date

HANGAR LEASE AGREEMENT

THIS **HANGAR LEASE AGREEMENT** ("LEASE") is made on the 21 day of April 2026, by and between **CITRUS COUNTY, FLORIDA,** a political subdivision of the state of Florida, and the below named TENANT.

1. **GENERAL INFORMATION**

1.01 **TENANT'S Full Legal Name & Mailing Address:**
JOSEPH SERRA
5389 E. GRANGER ST.
INVERNESS, FL 34452

[_X_] Proof of Current Secretary of State Registration attached as **Composite Exhibit "A-1"**

1.02 **Type of Aircraft (Make/Model):**
Make/Model: BEECH / C23 Serial No.: M-1497
Registration No. N2124W Registered To: JOSEPH I SERRA

TENANT shall be required to get the prior written approval of LANDLORD to store substitute aircraft(s) on the PREMISES.

[_X_] Proof of current FAA Registration attached as **Composite Exhibit "A-2"**

For the purposes of this Lease, the capitalized term "Aircraft" shall mean any Aircraft under the control of Lessee, whether through ownership, management, lease, or under a maintenance workorder for minor repairs.

Without limitation on the foregoing, from time-to-time Landlord may require Tenant to provide a complete list of all aircraft stored on the Premises within ten (10) days of said request. Should Tenant fail to respond to Landlord's request within ten (10) days, or in so responding provide a list reflecting the storage of any aircraft not approved by Landlord in accordance with this Sub-Paragraph, Tenant may be deemed in Default pursuant to the Defaults and Terminations Paragraph, and all Sub-Paragraphs thereunder, of this Lease.

Unless otherwise indicated below, Tenant hereby warrants that all Aircraft stored on Premises are and shall be registered to Tenant as Registered Owner. Tenant shall be required to obtain the prior written approval of Landlord, which approval may be withheld in Landlord's sole discretion, to store any aircraft on the Premises not registered to Tenant ("Managed Aircraft").

In the event any Managed Aircraft are requested to be stored on the Premises, then in that event Tenant shall be required to provide Landlord with a copy or copies of the agreement(s) under which Tenant has the authority to operate and store the Managed Aircraft. In Landlord's sole discretion, Tenant shall also be required to obtain and provide to Landlord a signed Joinder Agreement, from the Registered Owner of any and all Managed Aircraft. Landlord may condition its approval for storage of Managed Aircraft, among other conditions, on the posting of a higher Security Deposit than listed

in Sub-Paragraph 1.08, titled "Security Deposit" below.

1.03 **Premises:** All Hangar Space in Building KINF 1-J located at Inverness Airport, in the City Inverness, Florida.

1.04 **Initial Term (Subject to Par. 3):** The term of this Agreement shall commence on **MAY 1, 2026** ("Rent Commencement Date") and shall continue to through **APRIL 30, 2028**. TENANT/LANDLORD may terminate this agreement prior to the expiration date provided a sixty (60) day written advanced notice is provided to LANDLORD.

1.05 **Rent (During Initial Term Subject to Par. 4):** Rent shall be as follows:

Rent shall be $474.55 per month plus applicable sales tax. CAM (Common Area Maintenance) rate shall be $10.28 per month, plus applicable sales tax, for a combined monthly total of $484.83 per month, plus applicable sales tax.

1.06 **Annual Rent Adjustment:** On the first anniversary of the Rent Commencement Date and continuing each anniversary thereafter, the applicable Rent, shall be increased by three and one-half percent (3.5%) above the then prevailing Rent (e.g., for Rent on the first day of Lease Year 2 the rent is increased by the value obtained by multiplying (first year rent) times 3.5% which results in an increase of **$16.60**, making the Lease Year Two Ground Rent $ **491.15**. Payment of Rent shall be remitted to Landlord via as set forth in Paragraph 4, titled "Rent", below.

1.07 **Late Charge and Returned Check Charge**: A late charge, the greater of ten (10%) percent of Rent or $100.00, will be assessed on all Rent not received by the 10th of each month. If funds are insufficient for any payments made by check, note or similar instrument, payment will be subject to a $75.00 reprocessing fee. All sums of money required to be paid by the TENANT to the LANDLORD under this Lease shall bear interest at the highest rate permitted by law from the date same was due until the date same is paid in full.

ALL LATE CHARGES SHALL BE DEEMED ADDITIONAL RENT.

1.08 **Security Deposit (Subject to Par. 5):** **$309.07** currently on account.

1.09 **Renewal Terms:** N/A

1.10 **Utilities (Subject to Par. 18):** LANDLORD shall be responsible for electric service.

1.11 **Permitted Uses (Subject to Par. 22):** TENANT shall occupy the PREMISES solely for the storage of TENANT'S aircraft. PAINTING OF AIRCRAFT IS STRICTLY PROHIBITED.

2. **LEASE**. LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD the PREMISES described in Paragraph 1.03, in an "AS IS/WHERE IS" condition. BY TENANT'S EXECUTION OF THIS LEASE AGREEMENT, TENANT IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE HANGAR. This Lease and the PREMISES

are subject to all matters of public record.

3. **TERM**. The initial term of this Lease shall be as set forth in Paragraph 1.04. TENANT shall have the right to the number of renewal terms set forth in Paragraph 1.09, if any. Each renewal term shall commence at the end of the previous term. The option for each renewal term must be exercised by written notice delivered to LANDLORD at least sixty (60) days prior to the beginning of the renewal term, but it shall be a condition to TENANT'S right to any renewal term that TENANT not be in default at any time after such exercise, and if TENANT is in default, then at LANDLORD'S election TENANT shall forfeit its right to the renewal term and to any future renewal terms, whether or not TENANT has then exercised its option for the renewal term. In addition, TENANT shall be subject to the terms of Paragraph 20 "Habitual Default". All of the terms of this Lease except as to rent shall automatically apply to each renewal term.

4. **RENT**. During the initial term of this Lease, TENANT shall pay LANDLORD rent as set forth in Paragraph 1.05, in equal monthly installments in advance on the first day of each month without demand or set off whatsoever. If the commencement date is not the first day of the month, then the rent for the first partial month shall be prorated accordingly. In addition to monthly rent, TENANT will pay all applicable Florida sales tax on rentals. During any renewal term exercised by TENANT, the rent will be increased to the then prevailing rental charged by LANDLORD for similar premises. The charge set forth in Paragraph 1.07 will be added to all rents received and accepted after the 10th day of the month, and for all checks which are not honored. **Unless otherwise notified by Landlord in writing, all payments by Tenant due hereunder shall be 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.** Tenant hereby designates the following individual as Tenant's billing contact:

Name: **JOSEPH SERRA**
Direct Phone No.: **352-212-2554**
Email: **jisdesigns308@aol.com**

Tenant may provide an alternate billing contact by providing same in writing to the LANDLORD in compliance with the Notice provisions set forth in Paragraph 19.

5. **SECURITY DEPOSIT**. TENANT has deposited with LANDLORD the security deposit set forth in Paragraph 1.08. The security deposit will be held by LANDLORD without interest as security for the full and faithful performance by TENANT of its obligations hereunder, which may be co-mingled with other monies of LANDLORD. In the event of default by TENANT, LANDLORD may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by TENANT to LANDLORD. Upon the termination of this Lease, any portion of the security deposit not so used or applied shall be returned to TENANT, provided TENANT faithfully performs its obligations hereunder, by mail within a reasonable time after the termination of this Lease. The security deposits shall not be applied by TENANT toward the last month's rent.

6. **INSURANCE**. During the term of this lease TENANT shall keep in force at its expense the following policies: (i) All Risk Hull Insurance on the Aircraft in an amount satisfactory to the LANDLORD; (ii) All-Risk Property Insurance coverage commensurate with the value of TENANT's property located on LANDLORD's PREMISES; (iii) Comprehensive Aircraft Hull and General Liability Insurance with a combined single limit of not less than $1,000,000, or as otherwise agreed to by LANDLORD in writing, insuring TENANT's liability against bodily injury to persons, guests, including

passengers, or damage to property at $100,000 per occurrence.; and (vi) Automobile Liability Insurance, to a minimum split limits of $100,000/$300,000/$100,000 or $300,000 combined single limit per occurrence for all TENANT's owned, non-owned and for-hire vehicles. If TENANT's activities in conjunction with the use of the Hangar Space require vehicle and/or support equipment access to the Airport's Aircraft Operations Area (AOA), TENANT shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than $1,000,000. Such determination shall be made by LANDLORD. LANDLORD shall be named as an additional insured on all such insurance, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days written notice to LANDLORD. The Certificate Holder shall read: **Citrus County, Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461**. TENANT shall provide certificates of such insurance on standard ACORD forms prior to the commencement date of this Lease, and subsequently prior to the expiration of the succeeding certificate and at any time upon request by LANDLORD. All policies shall contain waivers of subrogation against the Landlord, its agents, or employees. All required insurance policies must be written with a carrier having an A.M. Best rating of A- or better.

Primary Insurance: Consistent with the indemnification provisions of this Lease, TENANT'S insurance policies will respond on a primary basis, with any insurance carried by LANDLORD to be construed as secondary or excess insurance.

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

7. **RISK OF LOSS**. The Tenant agrees that the Lessor shall not be liable for any loss arising out of, damage to, or destruction of (a) the Aircraft; (b) Tenant's personal property; or (c) contents within the Premises or upon the Airport Property, resulting from any cause, natural or manmade.

8. **TENANT'S LIABILITY NOT LIMITED**. NOTWITHSTANDING THE PROVISIONS OF THE SECTION ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

9. **DISCLAIMER OF LIABILITY**. LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANTS, ITS EMPLOYEES, AGENTS OR INVITEES OR ITS INVITEES' INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, IS CAUSED SOLELY BY LANDLORD'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE

THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. THE PARTIES FURTHER AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGE TO AIRCRAFT, OR OTHER PROPERTY, OR FOR INJURY AS A RESULT OF A STORM OR HURRICANE, OR PRECAUTIONARY MEASURES ESTABLISHED BY THE LANDLORD. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN LANDLORD'S LEASEHOLD INTEREST IN THE PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF LANDLORD OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER OR DIRECTOR THEREOF, SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. THIS LEASE SHALL NOT ACT AS A WAIVER OF LANDLORDS SOVEREIGN IMMUNITY.

10. **INDEMNITY-FORCE MAJEURE**. TENANT agrees to release, indemnify, and hold LANDLORD, its officers and employees, harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments or any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to LANDLORD, arising from: (i) TENANT'S use of the premises; (ii) by reason of any loss of or damage to any property or injury to or death of any person arising out of or related to this Lease; (iii) or by reason of any breach, violation or non-performance by TENANT or its servants, employees, agents or invitees, or invitees' invitees of any covenant or condition of the Lease or by any act or failure to act of those persons. LANDLORD shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot insurrection, war or any other cause beyond LANDLORD'S control, including without limitation, acts or omissions to act by TENANT.

Hurricane Procedures/Act of God: TENANT agrees to comply with and abide by any provisions for storm or hurricane preparedness required by LANDLORD, in LANDLORD's sole discretion, necessary for the safety and security of the Aircraft and/or Airport and/or PREMISES and/or neighboring aircraft and property ("Hurricane Plan"). Notwithstanding the foregoing, LANDLORD shall not be liable for any damages, including without limitation, to TENANT's property or Aircraft as a result of this section.

Vendor/Invitee or Invitees' Invitees Indemnification: As set forth in this Lease, TENANT agrees to fully indemnify and hold LANDLORD harmless from and against any and all liabilities, expenses, damages, claims and losses incurred by LANDLORD, including attorneys' fees and costs, as a result of: (i) the failure by TENANT to perform any covenant required to be performed hereunder; or (ii) any accident, injury or damage that shall happen in or about the Premises resulting from any act or omission of TENANT of TENANT'S agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors or licensees; or (iii) any accident, injury or damage that shall happen in or about the Premises to TENANT or TENANT'S agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors or licensees. TENANT further shall be solely responsible for notifying all such vendors, invitees, and third parties that LANDLORD has disclaimed such liability and that TENANT shall be solely liable to same for any such damages.

In the event that a third party makes a claim alleging facts that, if true, would require TENANT to indemnify under this Section, TENANT shall indemnify against all damages incurred in connection with defending that claim, including amounts paid in settlement, even though the claim is successfully defended in whole or in part and even though the claim is settled prior to a final determination as to the truth of such allegations: provided that LANDLORD may not settle a claim that would result in a claim for indemnification by the TENANT hereunder without the TENANT's prior written consent.

11. **ASSIGNMENT AND SUBLETTING**. TENANT may not assign this Lease or let or sublet the whole or any part of the PREMISES without the prior written consent of LANDLORD which may be withheld in LANDLORD'S sole discretion.

12. **CONDEMNATION**. The parties agree that should the entire PREMISES be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless LANDLORD, at his option, provides equal suitable space which shall be substituted for the PREMISES. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of Premises so taken. All such calculations shall be performed by LANDLORD.

12.01 **Award**. All damages or compensation awarded or paid for any such taking shall belong to and be the property of LANDLORD without any participation by TENANT, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of LANDLORD in the land, buildings and other improvements, TENANT hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same, provided, however, that nothing herein contained shall be construed to preclude TENANT from prosecuting any claim directly against the condemning or taking authority, but not against LANDLORD, for the value of or damages to and/or for the cost of removal of TENANT'S movable trade fixtures and other personal property which under the terms of this LEASE would remain TENANT'S property upon the expiration of the TERM, as may be recoverable by TENANT in TENANT'S own right, provided further, that no such claim shall diminish or otherwise adversely affect LANDLORD'S award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

13. **DAMAGE OR DESTRUCTION**. If the PREMISES should be damaged or destroyed by fire or other casualty, TENANT will promptly notify LANDLORD of such casualty. LANDLORD will repair and restore the buildings and improvements (exclusive of improvements installed by TENANT) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by LANDLORD. In the meantime, if the PREMISES should be rendered totally unusable due to such casualty, there will be an abatement of rent until the PREMISES are again tenantable, unless such fire or casualty results from the acts or negligence of TENANT, TENANT'S agents or employees, in which event there will be no abatement of rent. The length of the abatement period shall be added to the term of the Lease. In the event LANDLORD does not make the PREMISES useable within ninety (90) days after LANDLORD receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, TENANT may terminate this Lease but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of Premises so taken. All such calculations shall be performed by LANDLORD.

14. **SURRENDER OF PREMISES**. Upon the expiration or termination of this Lease, TENANT shall surrender the PREMISES to LANDLORD in substantially the same condition as the PREMISES were in at the beginning of this Lease and in good and clean condition, reasonable wear and tear excepted. LANDLORD must be advised at least sixty (60) days in advance of nonrenewal of Lease by TENANT or TENANT will be liable for an additional month's rent. Should TENANT remain in possession of the PREMISES after the expiration of the term or earlier termination of this Lease, with or without the consent of LANDLORD, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which LANDLORD may have against TENANT for holding over unlawfully, provided, however, that if TENANT holds over with the prior written consent of LANDLORD, the rent installments will not be doubled as hereinabove provided.

15. **ALTERATIONS**. TENANT shall not make any alterations, additions or improvements to the exterior or interior of the PREMISES or to any other property of LANDLORD, without LANDLORD'S prior written consent, or erect or install any additional improvements, signs and equipment without LANDLORD'S prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without LANDLORD's written prior and explicit consent. Should any governing authority demand removal of any alterations, said removal will be at TENANT'S sole expense and responsibility. TENANT holds LANDLORD harmless and indemnifies LANDLORD from any responsibility as a result of improvements made to the premises by TENANT. If any mechanic's or construction lien is recorded against the PREMISES or against TENANT'S leasehold interest in the PREMISES by reason of work, labor, services or materials supplied or claimed to have been supplied to TENANT, TENANT shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, the LANDLORD'S interest in the PREMISES shall not be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for TENANT. TENANT shall never, under any circumstances, have the power to subject the interest of LANDLORD in the PREMISES to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of LANDLORD in the PREMISES. Any lien filed against the PREMISES in violation of this paragraph shall be null and void and of no force or effect.

16. **MAINTENANCE**. LANDLORD will maintain the structural components of the Hangar, including doors and door mechanisms. TENANT shall maintain the Hangar space in neat and orderly condition and shall keep the hangar floor clean and clear of debris, oil, grease, and/or toxic chemicals. No hazardous or flammable materials will be stored within or about the PREMISES unless stored within an EPA or local Fire Marshall approved container. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. This Lease, at LANDLORD's option, shall be terminated if TENANT willfully or negligently causes damage to LANDLORD'S property, including specifically, but not limited to, any of the following:

16.01 Paints or otherwise covers the internal or external walls floor or ceiling of the PREMISES without LANDLORD'S prior written consent;

16.02 Dumps oil, gas or any harmful liquids or solids anywhere on LANDLORD's property other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to the dumping or leaking of any gasoline or oil, then TENANT shall immediately repair same at TENANT's expense within five (5) days after written notice from LANDLORD, or, at LANDLORD's option, LANDLORD shall repair same, in which event TENANT shall reimburse LANDLORD for all of LANDLORD's costs and expenses relating to such repair within five (5) days written demand by LANDLORD.

16.03 Parks cars, trucks, campers, trailers, or airplanes on any of the grass areas of LANDLORD'S property or anywhere except designated parking areas for such vehicles.

LANDLORD also has the right, in addition to terminating this Lease, to collect damages from TENANT for repairs made by the LANDLORD to return the property to the condition it was in at the time of delivery to TENANT. It is further expressly understood that no tie-down or parking, or storage of any aircraft is permitted outside of the hangar overnight. During normal daytime business operations, aircraft temporarily being staged for departure or re-positioning must have a TENANT representative available at the leased PREMISES. At no time shall TENANT representative leave an aircraft outside of the Hangar or leased PREMISES unattended. Further, no storage of boats, trucks, trailers, or mobile homes is permitted outside of the hangar or anywhere on LANDLORD's property. No pets or other animals are allowed on the property, except as handicap assistance animals.

17. **TENANT'S LOSSES**. All personal property of TENANT shall be kept in the PREMISES at TENANT'S sole risk. LANDLORD shall not be liable to TENANT for any damage or injury to TENANT, its employees, agents, guests or invitees, or to any property of TENANT, for any reason whatsoever, including but not limited to the acts, omissions or negligence of LANDLORD or any other TENANT or their employees, agents, guests or invitees, or due to theft, vandalism, or water damage, and TENANT shall hold LANDLORD harmless from any such damage or injury.

18. **UTILITIES**. LANDLORD will provide water and normal building maintenance without additional cost to TENANT, provided, however, that LANDLORD reserves the right to collect as additional rent fee(s) for consumption of utilities by TENANT beyond normal requirements as determined by LANDLORD. TENANT shall not install or use any special equipment, which uses extraordinary amounts of electricity without the prior written consent of LANDLORD, which may be withheld in LANDLORD's sole discretion, and the only electricity consumed on the PREMISES shall be for purposes compatible with the existing electrical services and wiring. LANDLORD shall not be liable for any disruption of any of the above-referenced utility or other services, nor shall TENANT be entitled to any reduction or abatement of any RENT or other TENANT PAYMENTS as a result of any such disruption.

[X_] If checked, LANDLORD shall also provide electrical service without additional cost to TENANT. If not checked, TENANT shall be solely responsible for all costs associated with the electrical service including any initial connection or disconnection charges, as well as all monthly or other fees.

19. **NOTICES**. All notices to be given hereunder shall be in writing and shall be sent by mail to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be effective upon mailing and shall be deemed sufficient if mailed by United States mail, with proper postage and address affixed thereto.

20. **DEFAULT**. Failure to pay the rent by the tenth (10th) of the month or to cure any other default as soon as reasonably practical and in any event within ten (10) days after written notice by LANDLORD, or commencement of bankruptcy or insolvency proceedings against the TENANT, or if TENANT makes an assignment for the benefit of creditors, or suffers this Lease to be taken under any writ of execution or attachment, or if TENANT vacates or abandons the PREMISES, then any of such events shall constitute a default hereunder and the LANDLORD shall have the right at its option to terminate TENANT'S possession and to enter the PREMISES and remove all persons and property therefrom forcibly or otherwise, and the TENANT hereby waives any and all notices required by law to terminate TENANT'S tenancy, and waives all legal proceedings to recover possession of the PREMISES and specifically agrees that LANDLORD may dispossess TENANT without institution of any legal proceedings whatsoever. LANDLORD shall in that event post a notice to TENANT at the PREMISES with a three (3) day warning that if the default is not cured the TENANT shall be dispossessed without any further notice or legal action by LANDLORD. In the event of default hereunder, the LANDLORD may, at its option, enter the PREMISES as the agent of the TENANT and relet the PREMISES as the agent of the TENANT at such price and upon such terms, and for such duration of time, as LANDLORD may determine, and receive the rent and apply the same to the payment of the rent due from TENANT, and the TENANT shall pay any deficiency, but any excess monies shall be the sole property of LANDLORD. TENANT agrees to pay all costs of eviction, collection, and reasonable attorneys' fees, in the event LANDLORD engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy against TENANT. LANDLORD'S remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right. All personal property of the TENANT on the PREMISES is hereby pledged and assigned to the LANDLORD as security for the payment of the rent, and the LANDLORD'S lien may be enforced by distress foreclosure or otherwise at LANDLORD'S election. TENANT agrees that LANDLORD may enforce this lien when default has occurred by denying TENANT access to the leased PREMISES and/or by seizure of the TENANT'S personal property, and TENANT hereby waives any claims of trespass, damage or loss occasioned by LANDLORD exercising any of the rights set forth herein.

21. **HABITUAL DEFAULT**. Notwithstanding the foregoing, in the event that the TENANT has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the TENANT of the same type and kind, in the sole opinion of the LANDLORD and regardless of whether the TENANT has cured each such individual condition of breach or default as provided in this lease hereinabove, the TENANT shall be determined by the LANDLORD to be an "habitual violator." At the time that such determination is made, LANDLORD shall issue to TENANT a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to TENANT by LANDLORD shall automatically negate any renewal options offered to TENANT pursuant to paragraph 1.09 at the sole discretion of LANDLORD.

22. **USE**. The PREMISES shall be used and occupied by TENANT solely for the purposes set forth in Paragraph 1.11 above and for no other purposes whatsoever without limiting the foregoing. Under no circumstances shall the premises be used for any Fixed Base Operation or Aviation Fuel service. TENANT agrees that LANDLORD may establish and amend from time-to-time reasonable Rules and Regulations regarding the use, operation and maintenance of the Premises and the complex housing same, and TENANT covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time. TENANT shall not use the Hangar as a commercial repair/maintenance shop, and further no maintenance on TENANT's aircraft shall be performed in the Hangar without the prior written approval of LANDLORD, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. TENANT is not permitted to physically

occupy the Hangar with both sliding hangar doors in the fully closed position, nor is TENANT to block the adjacent Hangars beyond what is necessary for ingress and egress.

23. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** TENANT shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the leased PREMISES, including FAA regulations and rules and regulations of the applicable airport, and shall comply with all rules and regulations promulgated by LANDLORD of which TENANT is notified; including without limitation rules and procedures established for the safety and security of aircraft, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. TENANT acknowledges receipt of a copy of the rules and regulations of the applicable airport, as well as a copy of advance precautionary measures in the event of a storm or hurricane. The TENANT further acknowledges LANDLORD reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the AIRPORT.

24. **SAFE USE OF PREMISES**. LANDORD at its expense shall provide and keep in good working order fire extinguishers on the PREMISES which must be an "ABC-type" or other type acceptable to LANDLORD. TENANT agrees to make no unlawful, offensive, or noxious use of the leased PREMISES. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased PREMISES. In addition, TENANT shall not perform any aircraft fuel transferring, welding, torch cutting, torch soldering, doping, within the PREMISES pursuant to applicable NFPA guidelines. **Painting is strictly prohibited**. TENANT shall be solely responsible for any and all fire inspection and/or other safety related inspection fees.

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

26. **EXCESS REFUSE**. TENANT shall reimburse LANDLORD for any charges incurred by LANDLORD in removing any excess refuse of TENANT or its guests or invitees, within ten (10) days after written notice by LANDLORD or, at LANDLORD'S option, to be exercised by written notice from LANDLORD to TENANT, TENANT shall procure at TENANT'S expense its own trash or refuse removal.

27. **SUBORDINATION/ATTORNMENT TO MORTGAGES**.

27.01 **Mortgages.** This Lease is subject and subordinate to any and all mortgages which may now or hereafter affect the real property of which the PREMISES are located and to all renewals, modifications, and extensions thereof. TENANT shall, upon request of LANDLORD, execute within five (5) business days, any subordination documents which LANDLORD or any mortgagee of the PREMISES may reasonably request, but no such documents shall be required to effectuate said

subordination.

27.02 **ATTORNMENT**. TENANT agrees that in the event of a sale, transfer or assignment of LANDLORD'S interest in the PREMISES, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by LANDLORD encumbering the PREMISES, to attorn to and to recognize such transferee, purchaser or mortgagee as the LANDLORD under this LEASE.

28. **CONSTRUCTION OF LEASE**. All the provisions contained herein shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. In the event, at any future time, one or more of the provisions of this Lease shall be held to be void by any court of competent jurisdiction for any reason, such provision shall be deemed to be separable, and the remainder of this Lease shall be valid and in full force and effect.

29. **LANDLORD'S RIGHT TO ENTER PREMISES**. LANDLORD reserves the right to enter the PREMISES, without liability to TENANT, for routine inspections or for other purposes relating to the maintenance of the building in which the PREMISES is located, or, for any emergency or potentially hazardous conditions that may arise. If LANDLORD is not provided a key for the PREMISES and LANDLORD desires to enter the PREMISES, LANDLORD shall have the right to remove any lock installed by TENANT, and if LANDLORD replaces such lock, TENANT shall pay LANDLORD's cost of same. LANDLORD shall also have the right to exhibit the Premises upon reasonable notice of not less than twenty-four (24) hours to LANDLORD's lenders, and if within ninety (90) days of the end of a Term or in an event of default, to prospective tenants.

30. **TAXES**. TENANT shall be responsible for all real estate taxes, if any, and for assessments and special assessments charged by any governmental authority against the PREMISES (as to the land and/or the improvements contained thereon from time to time) during the TERM, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate taxes, then TENANT shall be responsible for paying same to LANDLORD in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by TENANT to LANDLORD within ten (10) days after written demand by LANDLORD, which demand will include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by TENANT shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties will prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which will be subject to re- proration upon receipt of the actual tax bill for such year. This paragraph will survive the expiration or termination of this Lease.

Notwithstanding the preceding subparagraph, in the event that TENANT disputes any of the real estate taxes levied against the PREMISES, the LANDLORD shall permit TENANT to place in an escrow account to be held with a law firm mutually agreed upon by LANDLORD and TENANT, both acting reasonably, the amount of the taxes in dispute whereupon the TENANT may appeal any such assessment of taxes. LANDLORD shall cooperate with TENANT in so prosecuting such appeal provided same is done at no cost or expense to LANDLORD. In the event that TENANT wins any such appeal, then TENANT shall be permitted to immediately receive that portion of the funds being held in escrow which are the difference between the amount of the money escrowed and the adjusted amount of the taxes then due and owing. In the event TENANT is not successful in its appeal, then TENANT shall forthwith pay out of escrow all taxes then assessed plus any interest or penalties levied by the authorities thereon. Notwithstanding the foregoing, in the event that the holder of any mortgage encumbering this LEASE

requires that the taxes be paid to the governmental authorities as a condition to proceeding with any such appeal, then TENANT shall be required to comply with such requirement in lieu of paying the escrowed funds to a law firm as provided in this Paragraph. In the event TENANT is successful in any appeal and any refund is paid by the governmental authority in connection therewith, TENANT shall be entitled to receive such refund.

30.01 **PERSONAL PROPERTY TAXES.** TENANT shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment, and personal property of any kind owned, installed or used by TENANT in, on or upon the PREMISES, and all alterations, changes and additions thereto, including all leasehold intangible taxes assessed against the LEASE or the PREMISES.

30.02 **SALES TAX**. TENANT shall pay to LANDLORD, simultaneously with each TENANT PAYMENT, all applicable state and/or local sales use or excise taxes required by law to be paid in connection with each TENANT PAYMENT.

31. **TIME OF THE ESSENCE**. Time shall be of the essence in connection with all terms and conditions set forth herein.

32. **FINAL AGREEMENT**. This Lease represents the entire agreement between the parties, and any other statements, conditions, representations, or commitments are considered to be merged herein.

33. **SURVIVAL OF COVENANTS**. All portions of this Lease which may by necessity be required to be enforced by either party are enforceable beyond the date of the termination of this Lease.

34. **WAIVER**. The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any cause of action or defense on the part of the TENANT.

35. **MODIFICATION**. No modification of this Lease will be effective to vary any of the terms or provisions thereof unless the modification is in writing, referencing this Lease, and signed by both parties. A copy of any modification will be given to both parties.

36. **FAA REQUIREMENTS**. TENANT is aware that the Federal Aviation Administration regulates the use of airports. TENANT, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. LANDLORD is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. TENANT understands and agrees that the governmental authority owning the airport in which the PREMISES is located has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described Premises to such a height so as to comply with Federal Aviation Regulations Part 77, as said regulations may be amended from time to time. The TENANT expressly agrees for itself, its

successors, and assigns, to prevent any use of the herein described Premises which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

37. **HAZARDOUS WASTE**. TENANT agrees that it will comply with all environmental laws, whether local, state, or federal, as same may be amended from time to time. Without limiting the foregoing, TENANT agrees that it will (i) give written notice to LANDLORD at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of "Hazardous Waste" (as defined below) from or on the PREMISES; (ii) not use or employ the PREMISES or any portion of the Land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the PREMISES; (iii) defend, indemnify and hold LANDLORD harmless from and against any and all claim, damage, liability, expense or cost of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which LANDLORD may suffer, incur or pay resulting from or arising out of any act or omission of TENANT, or TENANT'S Agents, or any other person on the PREMISES under color of authority of TENANT, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the PREMISES or any portion of the Land. Prior to TENANT producing, storing, and/or generating any Hazardous Waste from or on the PREMISES, TENANT shall obtain (and provide LANDLORD with evidence that it has obtained) environmental liability insurance naming LANDLORD and any mortgagee as additional insured. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to LANDLORD. The term "Hazardous Waste" shall include, without limitation, any toxic waste, chemical pollutant, solid waste, combination of solid waste, or similar environmental hazard, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to (i) an increase in mortality, (ii) an irreversible or incapacitating illness, or (iii) a substantial, present, or potential hazard to human health or the environment, when improperly treated, stored, transported or disposed, or otherwise managed, whether at such time of occurrence, it shall be deemed a violation of any Law. It is expressly understood and agreed by TENANT that TENANT shall be fully responsible for the disposal of any and all waste oil consumed, produced, and expended by TENANT. TENANT shall contract with an authorized oil disposal company and shall not utilize LANDLORD'S property, tanks, or equipment for disposing of any waste oil. The obligations of TENANT, as well as the foregoing indemnity in connection with this Paragraph, shall survive the expiration or earlier termination of this Lease, anything herein to the contrary notwithstanding.

38. **RADON GAS**. 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 the State. Additional information regarding Radon and Radon testing may be obtained from the county public health unit.

39. **LITIGATION VENUE/APPLICABLE LAW**. This LEASE shall be governed and construed only in accordance with the laws of the State of Florida. The parties agree that the sole and exclusive venue for purposes of any litigation arising out of or related to this LEASE shall be only in Citrus County, Florida. The prevailing party in any litigation arising out of or related to this Lease shall be entitled to its reasonably incurred attorneys' fees and costs. In the event of a counterclaim, the prevailing party shall be the party receiving the higher monetary award. TENANT HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above written.

LANDLORD:

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

Steve L. Howard
County Administrator

TENANT:

JOSEPH SERRA

JOSEPH A. SERRA

Joseph Serra

COMPOSITE
EXHIBIT "A-1"

Proof of Good Standing from Secretary of State

N/A

COMPOSITE
EXHIBIT "A-2"

Proof of Current Aircraft Registration

Attached.

FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 2124W

AIRCRAFT DESCRIPTION

Serial Number	M-1497	Status	Valid
Manufacturer Name	BEECH	Certificate Issue Date	03/01/2007
Model	C23	Expiration Date	10/31/2029
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	50341751
MFR Year	1973	Mode S Code (Base 16 / Hex)	A1C3E9
Type Registration	Individual	Fractional Owner	NO

REGISTERED OWNER

Name	SERRA JOSEPH I		
Street	5389 E GRANGER ST		
City	INVERNESS	State	FLORIDA
County	CITRUS	Zip Code	34452-7812
Country	UNITED STATES		

AIRWORTHINESS

INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DETERMINE THE AIRWORTHINESS OF AN AIRCRAFT.

Refer to 14 CFR Parts 39, 43, 91, and FAA Order 8130.2 for airworthiness regulations and guidance.

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	LYCOMING	Classification	Standard
Engine Model	O&VO-360 SER	Category	Utility, Normal
A/W Date	12/13/1973	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at https://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

None

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties.

By logging in and using this information system, you understand and consent to the following:

- ***You have no reasonable expectation of privacy regarding communications or data transiting or stored on this information system.***
- ***At any time, and for any lawful Government purpose, communication between the user and this information system, data transiting to/from the system, or stored on this system is subject to monitoring, interception, and search.***
- ***Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.***

AGENDA MEMORANDUM

FROM:	Carlton Hall, Public Works Director
SUBJECT:	Security Deposit Increase for Monthly Charge Account Agreement – Bentley Waste Service LLC, DBA Hook Company
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Bentley Waste Service LLC, DBA Hook Company, entered into a Waste Disposal Account Agreement with Citrus County, dated March 11, 2025, establishing a monthly charge account for disposal fees up to $26,000.00 at the Citrus County Central Landfill. A review of the current monthly charges indicates an additional $16,000.00 is necessary to ensure adequate coverage and maintain compliance with contractual and operational policies. Accordingly, the required security deposit will increase from $26,000.00 to a total of $42,000.00 to support the expanded monthly charge limit.

The $16,000.00 bond increase for Nationwide Mutual Insurance Company Bond No. 7901239479 has been provided to the Division of Solid Waste Management.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No direct fiscal impact to the County other than standard operational procedures for account management. The account will be monitored to ensure compliance with payment terms and charge limits.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute a monthly Waste Disposal Account

Agreement between Citrus County and Bentley Waste Service LLC, DBA Hook Company for disposal fees up to $42,000.00 at the Citrus County Central Landfill and accept Nationwide Mutual Insurance Company Bond No. 7901239479.
b. Approve the termination of the existing Waste Disposal Account Agreement with Bentley Waste Service LLC, DBA Hook Company, dated March 11, 2025. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. Hook Company WDA Agreement - Board Copy
2. Insurance Copy for Board

CITRUS COUNTY, FLORIDA
Department of Public Works
Division of Solid Waste Management
230 W Gulf to Lake Hwy.
Lecanto, FL 34461
P.O. Box 340, Lecanto, FL 34460
352-527-7670 | 352-527-7627
Landfillinfo@citrusbocc.com

BOARD OF COUNTY COMMISSIONERS
Diana Finegan
Janet A. Barek
Jeff Kinnard
Rebecca Bays
Holly L. Davis

COUNTY ADMINISTRATOR
Steve Howard

COUNTY ATTORNEY
Denise Dymond Lyn

ASSISTANT COUNTY ADMINISTRATOR
Mariselle Rodriguez

WASTE DISPOSAL ACCOUNT AGREEMENT

THIS WASTE DISPOSAL ACCOUNT AGREEMENT is hereby made and entered into by and between Bentley Waste Service LLC, DBA Hook Company whose mailing address is: P.O. Box 117 Webster, FL, 33597 hereinafter referred to as "COMPANY", and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, Company is lawfully engaged in business within Citrus County, Florida, and

WHEREAS, County operates a Class I Sanitary Landfill facility located at 230 West Gulf-to-Lake Highway, Lecanto, Florida 34461, and

WHEREAS, Company desires to utilize the Landfill and to establish a monthly account with the County for its Landfill use, and

WHEREAS, County wishes to allow Company to utilize the Landfill and to tender payments to the County at the end of each month for its use of the Landfill.

NOW, THEREFORE, in consideration of the foregoing recitals, Company and County agree as follows:

1. The above recitals are true and correct and are incorporated into this paragraph.

2. Company shall deliver to County as a security deposit, the sum of $ 12,000 in the form of cash deposit or bond issued by an entity acceptable to County. The purpose of this security deposit is to permit County to draw against the deposit in the event of Company's nonpayment. If at any time the Company's charges reach the amount of the deposit, the Company will be placed on a cash only basis.

3. Beginning on the date of this Agreement, County will forward a bill via U.S. Mail to Company at its listed address at the end of each month for charges that accrued

during the month. Company's failure to receive the bill does not relieve Company of its obligation to tender payment in the full amount then due and owing County.

4. Company shall pay the County all sums then due within twenty-one (21) days of the billing date.

5. Company agrees that in the event it fails to pay the sum shown on its bill within twenty-one (21) days, County may, without prior notice to Company, immediately charge all sums due, against the cash deposit/bond.

6. If County is ever required to draw upon Company's security, County may terminate this Agreement and Company will thereafter utilize the Landfill on a cash-only basis.

7. This Agreement may be terminated with or without cause upon thirty (30) days prior written notice to the non-terminating party. In the event the Company desires to terminate this Agreement, County will release Company's security only upon verification that Company's account is then current and there are no other charges then due and owing to County.

8. Any right of County to draw upon Company's security will be in addition to, and not in lieu of, any other remedies provided by Florida law.

9. **INSURANCE REQUIREMENTS**: 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.

GENERAL LIABILITY:

Company must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

AUTO LIABILITY:

Company 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.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Company 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. For any officer of a Company 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 Company/Consultant/Employer/Owner. 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.

POLLUTION LIABILITY:

a. Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim.

b. When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

OTHER INSURANCE PROVISIONS

a. Company shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims- made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

b. All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

c. 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.

d. Company's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Bidder's insurance and shall be non-contributory.

e. **For all policies of insurance**: Company, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

f. **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.*

g. It is the Company's responsibility to ensure that all sub-contractors comply with these insurance requirements. Company 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.

h. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

i. All Certificates must show that the Company's policies have been endorsed per the requirements.

j. Once ALL paperwork is completed and received by the County, an email will be sent to Company 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 Bidder's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting

them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Bidder 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 Bidder's agent(s). This is a yearly requirement for the duration of the Agreement.

10. Company shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Company, its 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 Company nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Company shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Company 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed for the use and purposes herein expressed on this 21th day of April, 2026.

Hook Company
Company Name

Witness

By:
Printed: Justin Bentley
Title: Owner

Witness

Date: 4/21/26

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 21st day of April, 2026, by Justin Bentley as Owner for Hook Company who ✓ is personally known to me or who has produced _____ as identification.

HANNAH SULLIVAN NOTARY PUBLIC MY COMMISSION EXPIRES 2-12-2029 STATE OF FLORIDA COMMISSION NUMBER HH 639602

Notary Public-State of Florida
Printed Name: Hannah Sullivan
Commission No: HH639602

ATTEST:

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida.

Traci Perry

By: _____
Diana Finegan, Chairman

APPROVED AS TO FORM FOR THE

Date:

RELIANCE OF CITRUS COUNTY ONLY:

Denise A. Dymond Lyn, County Attorney

Nationwide
is on your side

SURETY RIDER

Nationwide Mutual Insurance Company
Bond Department
1100 Locust Street, Department 2006
Des Moines, IA 50391-2006

TO BE ATTACHED TO AND FORM PART OF
Solid Waste Disposal - Citrus County, FL
License and Permit - Compliance BOND NUMBER 7901239479

IN FAVOR OF Citrus County, FL BOCC Solid Waste Management Division
(Obligee)

ON BEHALF OF Bentley Waste Service, LLC DBA Hook Company
(Principal)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to amend the following:

Bond Penalty Amount

From:

26000

To:

42000

Effective: March 6, 2026

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 6th day of March, 2026.

Nationwide Mutual Insurance Company

SEAL

BY: Elizabeth Moore

Elizabeth Moore, Attorney in Fact

Bond Number: 7901239479

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Forty Two Thousand and No/100 Dollars ($42,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of March, 2026.

Assistant Secretary

BDJ 1(10-25)00

Bond Number: 7901239479

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Forty Two Thousand and No/100 Dollars ($42,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of March, 2026.

Assistant Secretary

BDJ 1(10-25)00

Nationwide®

INDEMNITY AGREEMENT

The undersigned applicant and indemnitors (collectively referred to as "Indemnitors") hereby request Nationwide Mutual Insurance Company, and/or AMCO Insurance Company, Allied Property and Casualty Insurance Company, and/or Depositors Insurance Company (collectively referred to as "Company") to become surety for the above bond(s), or any bond(s) in substitution for or in succession of the said bond(s). The Indemnitors certify that the information and statements provided to the Company for the purpose of securing this bond(s) are true and correct and further jointly and severally agree:

1. the Company is authorized and empowered, without notice to or knowledge of the Indemnitors, to assent to any change whatsoever in the bond(s), to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, changes, or alterations of the bond(s) and to execute any substitute or substitutes therefore, with the same or different conditions, provisions, and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the indemnitors shall remain bound under the terms of this Agreement even though any such asset by the Company does or may substantially increase the liability of said Indemnitors.
2. that the Company is hereby authorized to make any inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and other entities in order to confirm and verify information provided to the Company by the indemnitors as an inducement for the issuance of the bond(s) or for the continuance of such bond(s).
3. to pay to the Company the usual annual premium until such time as the Company has been provided with satisfactory and conclusive evidence that all liability under the bond(s) has been terminated and no further liability exists.
4. to perform all the conditions of such bond(s) and to indemnify and save the Company harmless from any and all liability, demands, losses, costs, damages and expenses, including attorney and counsel fees, which the Company may sustain or incur by reason of or in consequence of the execution of such bond(s) by the Company, or incurred in obtaining a release of liability or evidence of termination under such bond(s) or incurred by the company in enforcing any provision of this agreement.
5. that upon demand by the Company for any reason whatsoever, to deposit funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such bond(s).
6. that the Company shall have the exclusive right to adjust, settle or compromise any claim under such bond(s) unless one or more of the Indemnitors shall, in writing, request the Company to litigate such claim and shall deposit immediately with the Company collateral satisfactory to the Company in kind and amount.
7. that the itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the Indemnitors to the Company.
8. that the Company may decline to become surety on any bond(s), and in case it does act as surety the Company shall have the right to withdraw or cancel any bond(s) whenever it shall see fit; and in any event the Company shall not be required to disclose the reason upon which its action is based and shall not be responsible for any loss or damage that may be sustained by reason of such action.
9. that in the event of any payment by the Company, the indemnitors shall pay the Company interest on such amounts at the maximum legal rate from the date such payments are made.
10. I agree that I cannot terminate my liability to the Surety created by this agreement except by sending written notice by certified mail of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its home office, 1100 Locust St., Dept 2006, Des Moines, Iowa 50391. I agree that the termination will be effective thirty (30) working days after the actual receipt of such notice by the Surety, but only for bonds signed or committed to by the Surety after the effective date. Thus, I agree that I will remain liable to the Surety for loss and expenses on bonds signed or committed to by the Surety prior to the effective date of termination.
11. This agreement shall apply to all increases and decreases, renewals, continuations, substitutions and extensions of the suretyship herein applied for. This agreement of Indemnity shall be deemed effective as of the date of execution of the bond(s) even though it may be signed subsequent to this date.

To be completed by Authorized Owner and/or Officer and/or Partner and/or LLC Member

Principal's Name: Bentley Waste Service, LLC DBA Hook Company

Date: 4/21/26

Principal's Signature: 

Name & Title: Justin Bentley Owner

To be completed by Indemnitor – All owners and spouses must sign

Indemnitor's Signature

Indemnitor's Name: Justin Bentley

Indemnitor's Signature: 

Indemnitor's Name

Indemnitor's Signature

Indemnitor's Name

Indemnitor's Signature

Indemnitor's Name

Indemnitor's Signature

Indemnitor's Name

Indemnitor's Signature

Indemnitor's Name

Nationwide®

Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-email to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2025

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: Crystal Pounders	
Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216	PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):	
	E-MAIL ADDRESS: crystal@kwhiteinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Divide Insurance Company	25224
INSURED Bentley Waste Service, LLC Po Box 117 Webster FL 33597	INSURER B : Key Risk Insurance Company	10885
	INSURER C :	
	INSURER D : Service Lloyds Insurance Company	20052
	INSURER E : Key Risk Insurance Company	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** BENT25091508162188 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	GLP2035813-12	09/12/2025	09/12/2026	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 HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP2035812-13	09/12/2025	09/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		14038	08/27/2025	08/27/2026	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
E	Pollution	X	X	BAP2035812-13	09/12/2025	09/12/2026		Included in CSL of $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 an additional insured on General Liability and Automobile Liability policies. A Waiver of Subrogation applies in favor of the Certificate Holder on General Liability and Automobile Liability policies. The following is included on the Automobile Liability: Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms
Justin Bentley is an excluded officer with a valid Worker's Compensation exemption through 08/08/2027 per State website. Justin Bentley will visit job sites and/or work in the field.

CERTIFICATE HOLDER

Citrus County, Florida C/O: myCOI
P.O. Box# 501970
8710 Bash Street
Indianapolis IN 46256

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.

AGENDA MEMORANDUM

FROM:	Carlton Hall, Public Works Director
SUBJECT:	Security Deposit Increase for Monthly Charge Account Agreement – Flash Trash LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Flash Trash LLC, entered into a Waste Disposal Account Agreement with Citrus County, dated June 10, 2025, establishing a monthly charge account for disposal fees up to $45,000.00 at the Citrus County Central Landfill. A review of the current monthly charges indicates an additional $25,000.00 is necessary to ensure adequate coverage and maintain compliance with contractual and operational policies. Accordingly, the required security deposit will increase from $45,000.00 to a total of $70,000.00 to support the expanded monthly charge limit.

The $25,000.00 bond increase for Platte River Insurance Company Bond No. PR2751895 has been provided to the Division of Solid Waste Management.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No direct fiscal impact to the County other than standard operational procedures for account management. The account will be monitored to ensure compliance with payment terms and charge limits.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute a monthly Waste Disposal Account

Agreement between Citrus County and Flash Trash LLC for disposal fees up to $70,000.00 at the Citrus County Central Landfill and accept Platte River Insurance Company Bond No. PR2751895.
b. Approve the termination of the existing Waste Disposal Account Agreement with Flash Trash LLC, dated June 10, 2025. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:
1. Flash Trash WDA Agreement - Board Copy
2. Certificate for Flash Trash

CITRUS COUNTY, FLORIDA
Department of Public Works
Division of Solid Waste Management
230 W Gulf to Lake Hwy.
Lecanto, FL 34461
P.O. Box 340, Lecanto, FL 34460
352-527-7670 | 352-527-7627
Landfillinfo@citrusbocc.com

BOARD OF COUNTY COMMISSIONERS
Diana Finegan
Janet A. Barek
Jeff Kinnard
Rebecca Bays
Holly L. Davis

COUNTY ADMINISTRATOR
Steve Howard

COUNTY ATTORNEY
Denise Dymond Lyn

ASSISTANT COUNTY ADMINISTRATOR
Mariselle Rodriguez

WASTE DISPOSAL ACCOUNT AGREEMENT

THIS WASTE DISPOSAL ACCOUNT AGREEMENT is hereby made and entered into by and between Flash Trash, LLC whose mailing address is: PO BOX 278 Inverness, FL 34453 hereinafter referred to as "COMPANY", and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, Company is lawfully engaged in business within Citrus County, Florida, and

WHEREAS, County operates a Class I Sanitary Landfill facility located at 230 West Gulf-to-Lake Highway, Lecanto, Florida 34461, and

WHEREAS, Company desires to utilize the Landfill and to establish a monthly account with the County for its Landfill use, and

WHEREAS, County wishes to allow Company to utilize the Landfill and to tender payments to the County at the end of each month for its use of the Landfill.

NOW, THEREFORE, in consideration of the foregoing recitals, Company and County agree as follows:

1. The above recitals are true and correct and are incorporated into this paragraph.

2. Company shall deliver to County as a security deposit, the sum of $ 70,000 in the form of cash deposit or bond issued by an entity acceptable to County. The purpose of this security deposit is to permit County to draw against the deposit in the event of Company's nonpayment. If at any time the Company's charges reach the amount of the deposit, the Company will be placed on a cash only basis.

3. Beginning on the date of this Agreement, County will forward a bill via U.S. Mail to Company at its listed address at the end of each month for charges that accrued

during the month. Company's failure to receive the bill does not relieve Company of its obligation to tender payment in the full amount then due and owing County.

4. Company shall pay the County all sums then due within twenty-one (21) days of the billing date.

5. Company agrees that in the event it fails to pay the sum shown on its bill within twenty-one (21) days, County may, without prior notice to Company, immediately charge all sums due, against the cash deposit/bond.

6. If County is ever required to draw upon Company's security, County may terminate this Agreement and Company will thereafter utilize the Landfill on a cash-only basis.

7. This Agreement may be terminated with or without cause upon thirty (30) days prior written notice to the non-terminating party. In the event the Company desires to terminate this Agreement, County will release Company's security only upon verification that Company's account is then current and there are no other charges then due and owing to County.

8. Any right of County to draw upon Company's security will be in addition to, and not in lieu of, any other remedies provided by Florida law.

9. **INSURANCE REQUIREMENTS**: 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.

GENERAL LIABILITY:

Company must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

AUTO LIABILITY:

Company 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.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Company 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. For any officer of a Company 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 Company/Consultant/Employer/Owner. 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.

POLLUTION LIABILITY:

a. Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim.

b. When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

OTHER INSURANCE PROVISIONS

a. Company shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims- made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

b. All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

c. 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.

d. Company's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Bidder's insurance and shall be non-contributory.

e. **For all policies of insurance**: Company, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

f. **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.*

g. It is the Company's responsibility to ensure that all sub-contractors comply with these insurance requirements. Company 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.

h. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

i. All Certificates must show that the Company's policies have been endorsed per the requirements.

j. Once ALL paperwork is completed and received by the County, an email will be sent to Company 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 Bidder's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting

them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Bidder 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 Bidder's agent(s). This is a yearly requirement for the duration of the Agreement.

10. Company shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Company, its 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 Company nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Company shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Company 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed for the use and purposes herein expressed on this 24th day of April, 2026.

FLASH TRASH, LLC
Company Name

Brandi E Culbertson
Witness Brandi E Culbertson

By: [signature]
Printed: STEVE SERBOLT
Title: OWNER

Witness Griselle Maria Marte

Date: 04/24/2026

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 24th day of April, 2026, by Steve Serbolt as Owner for Flash Trash LLC who ____ is personally known to me or who has produced FL Driver License as identification.

GRISELLE MARIA MARTE
Notary Public - State of Florida
Commission # HH 596297
My Comm. Expires Jan 3, 2029
Bonded through National Notary Assn.

[signature]
Notary Public-State of Florida
Printed Name: Griselle Maria Marte
Commission No: HH596297

ATTEST:

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida.

Traci Perry

By: _____
Diana Finegan, Chairman

APPROVED AS TO FORM FOR THE

Date:

RELIANCE OF CITRUS COUNTY ONLY:

Denise A. Dymond Lyn, County Attorney

RENEWAL CONFIRMATION

Bond Number: **PR2751895**

Bond Description: **Garbage Hauler**

Bond Amount: **$70,000.00**

Obligee: **Citrus County, Florida, A Political Subdivision of the State of Florida**

Principal: **Flash Trash LLC**

Term: **05/13/2026 until 05/13/2027**

This letter serves as confirmation that the above bond has been renewed. The bond is continuous in nature meaning the bond will remain in effect for the bond term shown above. This notice is for your records only and should not be forwarded to the Obligee (the city, county, state or entity requiring your bond).

Signed this 23rd day of April, 2026
Platte River Insurance Company, Surety

By:

David Gonsalves (Attorney in Fact)

PLATTE RIVER INSURANCE COMPANY
CORPORATE
SEAL
NEBRASKA

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2751895
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- NICK BRADY; SHERALYN GIBSON; SARA C. HOLT; EMILY BROWN; LESLIE TAYLOR; DAVID GONSALVES --------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company: the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE
NOTARY PUBLIC
STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of April, 2026.

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA-M (Rev. 01-2020)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
King Risk Partners, LLC
643 SW 4th Ave Suite 210
Gainesville FL 32601

CONTACT NAME: Judy Chance
PHONE (A/C, No, Ext): (888) 377-0420 **FAX (A/C, No):**
E-MAIL ADDRESS: judy.chance@king-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Divide Insurance Company	25224
INSURER B : Key Risk Insurance Company	10885
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Flash Trash, LLC.
PO Box 278
Inverness FL 34453

COVERAGES **CERTIFICATE NUMBER:** CL2632519266 **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	GLP2042902-12	03/12/2026	03/12/2027	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP2042901-12	03/12/2026	03/12/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
	[ ] 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? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WFL 5088269 00	01/19/2026	01/19/2027	[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)

Citrus County, Florida, a political subdivision of the State of Florida is named as Additional Insured. PIP Limit - $10,000

Pollution Liability coverage is included in the Auto coverages.

Waiver of Subrogation form applies to the Auto and General Liability coverages.

2007 Autocar Truck #5VCH36MF87H204264

CERTIFICATE HOLDER
Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Suite 180
Lecanto FL 34461

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

AUTHORIZED REPRESENTATIVE
William Comiskey

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AGENCY CUSTOMER ID: 00482586

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
King Risk Partners, LLC	Flash Trash, LLC.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

2014 Peterbilt Truck #3BPZLJ0XXEF234768
2023 CCC Truck #1CYABDAC1P1000588
2024 Battle Motors Truck #1CYABDACXR1002231
2023 Isuzu Truck #JALE5W168P7303797

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AGENDA MEMORANDUM

FROM:	Carlton Hall, Public Works Director
SUBJECT:	Termination of Monthly Charge Account Agreement – Waterside Environmental Care
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Waterside Environmental Care entered into an agreement with Citrus County on August 6, 2024, establishing a monthly charge account for disposal fees at the Citrus County Central Landfill which included a $3,000.00 deposit. Waterside Environmental Care submitted a written request for termination of their account and the release of their security deposit.

Upon termination, the County will refund the company $3,000.00 plus $302.40 accrued in interest.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No direct fiscal impact to the County other than the standard operational procedures for account management.

RECOMMENDED ACTION:

a. Approve termination of the Waste Disposal Account Agreement with Waterside Environmental Care dated August 6, 2024.
b. Authorize staff to process all necessary documentation and refund security deposit of $3,000.00 plus $302.40 accrued in interest. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. Approved Waste Disposal Account Agreement
2. Written Request of Termination
3. Deposit and Interest Refund Amount

Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS SOLID WASTE MANAGEMENT DIVISION
P.O. Box 340, Lecanto, Florida 34460
Telephone: (352) 527-7670 FAX: (352) 527-7672
email: landfillinfo@bocc.citrus.fl.us
TDD Telephone: (352) 527-5303
Citrus Springs/Dunnellon/Inglis/Yankeetown area Toll Free (352) 489-2120

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY: D.C.
THIS 8 DAY OF August 20

WASTE DISPOSAL ACCOUNT AGREEMENT

THIS WASTE DISPOSAL ACCOUNT AGREEMENT is hereby made and entered into by and between Waterside Environmental Care, whose mailing address is: 20620 County Line Rd, Spring Hill, FL 34610, hereinafter referred to as "COMPANY", and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, Company is lawfully engaged in business within Citrus County, Florida, and

WHEREAS, County operates a Class I Sanitary Landfill facility located at 230 West Gulf-to-Lake Highway, Lecanto, Florida 34461, and

WHEREAS, Company desires to utilize the Landfill and to establish a monthly account with the County for its Landfill use, and

WHEREAS, County wishes to allow Company to utilize the Landfill and to tender payments to the County at the end of each month for its use of the Landfill.

NOW, THEREFORE, in consideration of the foregoing recitals, Company and County agree as follows:

1. The above recitals are true and correct and are incorporated into this paragraph.
2. Company shall deliver to County as a security deposit, the sum of $3,000.00 in the form of cash deposit or bond issued by an entity acceptable to County. The purpose of this security deposit is to permit County to draw against the deposit in the event of Company's nonpayment. If at any time the Company's charges reach the amount of the deposit, the Company will be placed on a cash only basis.
3. Beginning on the date of this Agreement, County will forward a bill via U.S. Mail to Company at its listed address at the end of each month for charges that accrued

during the month. Company's failure to receive the bill does not relieve Company of its obligation to tender payment in the full amount then due and owing County.

4. Company shall pay the County all sums then due within twenty-one (21) days of the billing date.

5. Company agrees that in the event it fails to pay the sum shown on its bill within twenty-one (21) days, County may, without prior notice to Company, immediately charge all sums due, against the cash deposit/bond.

6. If County is ever required to draw upon Company's security, County may terminate this Agreement and Company will thereafter utilize the Landfill on a cash-only basis.

7. This Agreement may be terminated with or without cause upon thirty (30) days prior written notice to the non-terminating party. In the event the Company desires to terminate this Agreement, County will release Company's security only upon verification that Company's account is then current and there are no other charges then due and owing to County.

8. Any right of County to draw upon Company's security will be in addition to, and not in lieu of, any other remedies provided by Florida law.

9. Company shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Company, its 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 Company nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Company shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Company 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed for the use and purposes herein expressed on this 3rd day of July ,2024.

Witness

Witness

STATE OF FLORIDA
COUNTY OF CITRUS

Waterside Environmental Care, Inc
Company Name

By:
Printed: BRUCE A. BELCHER
Its: PRESIDENT

Date: 07-03-2024

The foregoing instrument was acknowledged before me by means of _ physical presence or _ online notarization, this 3rd day of July 2024, by Bruce Belcher as President for Waterside Environmental Care Inc who is_ personally known to me or who has produced State of Florida as identification.

Notary Public State of Florida
Jessica Belcher
My Commission
HH 207774
Exp.12/14/2025

Notary Public-State of Florida
Printed Name: Jessica Belcher
Commission No: 20774

ATTEST:

for Angela Vick

SEAL

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

APPROVED

By:
Holly L. Davis, Chairman

BOARD OF COUNTY COMMISSIONERS

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

Date: 8/6/2024

Denise A. Dymond Lyn, County Attorney

From:	bruce watersidecares.com
To:	Vanessa Q. Otten; Jeremiah W. Jennings
Cc:	bruce watersidecares.com
Subject:	[EXTERNAL]ACCT - NC97
Date:	Monday, April 20, 2026 6:54:37 AM
Attachments:	image001.jpg

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

Good morning.

Our account has now been paid in full. Please close the account and return the deposit back to Waterside.

Thanks,
Bruce Belcher



From: Jeremiah W. Jennings
To: Vanessa Q. Otten
Cc: Matthew S. Baer
Subject: RE: [EXTERNAL] Account Closure
Date: Tuesday, April 28, 2026 1:01:04 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Vanessa,

We should be good to move forward with the below numbers:

Release of security deposit - $3,000.00 (401-220219)
Current fiscal year interest due - $45.30 (401-361200)
Prior years interest due - $257.10 (401-220220)

If you have any questions, Matt or I should be able to help.

Thank you,

Jeremiah Jennings
Solid Waste Supervisor
Citrus County Solid Waste Management Division
230 W. Gulf to Lake Hwy.
Lecanto, FL. 34461
Office: (352) 527-5573
Jeremiah.Jennings@citruscounty.gov

Please Note: *Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.*
Confidentiality Notice: *This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error please contact the sender (by phone or reply by electronic mail) and then destroy all copies of the original message.*

From: Alex Fontanez <AFontanez@citrusclerk.org>
Sent: Tuesday, April 28, 2026 12:39 PM
To: Jeremiah W. Jennings <jeremiah.jennings@citrusbocc.gov>
Cc: Vanessa Q. Otten <vanessa.otten@citrusbocc.gov>
Subject: RE: [EXTERNAL] Account Closure
Importance: High

Hey Jeremiah,

Thank you for bringing this to my attention (you are the best!!).
The total amount will be **$302.40** (257.10+45.30)

Please see detail below:
Previous years

				9/30/2020	9/30/2021	9/30/2022	9/30/2023	9/30/2024	9/30/2025	401-220220	Annual	Individual	
	DEPOSIT		DEPOSIT	2020	2021	2022	2023	2024	2025	Current GL	Annual Interest Adj	Hauler	
CASH DEPOSIT PRIVATE COMPANIES / CERTIFIED HAULERS	DATE	BALANCE	YEAR	0.000%	0.000%	0.600%	3.130%	3.990%	3.560%	Account Bal	Entry	Total	
Waterside environmental care, inc. ($600 increase)	10/01/2021	$ 1,100.00	2021	-	$ 1,100.00	$ 1,106.60	$ 1,141.24	$ 1,186.77	$ 1,229.02			$ 129.02	$ 257.10
Waterside environmental care, inc. ($600 increase)	07/08/2024	$ 1,900.00	2024		$ -	$ -	$ -	$ 1,958.36	$ 2,028.08			$ 128.08	

YTD

Annual Avg Interest Calculation:		
October	1	3.57%
November	2	3.34%
December	3	3.03%
January	4	2.75%
February	5	2.74%
March	6	2.70%

$3,000.00	Hauler Deposit Amount
3.02%	Avg Interest Rate
$ 45.30	**Current FY Interest Amount - Refund from 401-361200**

AGENDA MEMORANDUM

FROM:	Louis Foltzer, Chief Information Officer
SUBJECT:	Administrative Regulation AR:16.06-2 Password Policy
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

The purpose of this updated administrative regulation is to modernize and strengthen the County's password policy in alignment with current cybersecurity best practices and evolving security threats. The proposed changes are intended to improve protection of County systems, data, and user accounts while reducing common vulnerabilities associated with outdated password management practices. The revised policy emphasizes stronger authentication standards, improved user accountability, and enhanced security measures designed to safeguard sensitive information and support the County's overall cybersecurity framework.

This administrative regulation is exempt from public record pursuant to Florida Statute § 119.0725 — Agency cybersecurity information; public records exemption; public meetings exemption

STRATEGIC PLANNING ELEMENT:

N/A

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A					

RECOMMENDED ACTION:

Approve and authorize the changes to the Administrative Regulation 16.06-1 Password Policy **(Louis Foltzer, Chief Information Officer, Amy Hannell, Telecommunications**

Administrator)

This administrative regulation is exempt from public records pursuant to Florida Statute § 119.0725 — Agency cybersecurity information; public records exemption; public meetings' exemption.

ATTACHMENTS:
None

AGENDA MEMORANDUM

FROM:	Ken Cheek, Water Resources Director
SUBJECT:	Amendment #5 to Agreement LP09019 Cambridge Greens Septic to Sewer Project
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

The Florida Department of Environmental Protection (FDEP) entered into Agreement LP09019 with Citrus County, Florida for the CIP U2019-01 Cambridge Greens Septic to Sewer Project, effective November 6, 2018. With Amendment 5 to this agreement, FDEP is providing an additional $4,144,000.00 in funding for this project. This brings FDEP's total funding for this project to $6,915,474.00. The additional funding eliminates residents' required assessment costs for construction by replacing South West Florinda Water Management District (SWFWMD) funds and Citrus County matching funds.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

This amendment reduces Citrus County Water Resources contribution / match requirement

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Amendment No. 5 to Agreement LP09019 - Cambridge Greens Septic to Sewer Project, between the Florida Department of Environmental Protection and Citrus County, Florida.**(Ken Cheek, P.E., Water Resources Director)**

ATTACHMENTS:

1. LP09019 Amendment 5

AMENDMENT NO. 5
TO AGREEMENT NO. LP09019
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITRUS COUNTY, FLORIDA

This Amendment to Agreement No. LP09019 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Citrus County, Florida (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Citrus County Cambridge Greens Septic to Sewer (Project), effective November 6, 2018; and,

WHEREAS, $1,167,676.44 in additional funding for this Project is provided under Line Item 1657 of the 2019-2020 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1657 of the 2019-2020 General Appropriations Act begins on July 1, 2019; and,

WHEREAS, $90,339.41 in additional funding for this Project is provided under Line Item 1641C of the 2020-2021 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1641C of the 2020-2021 General Appropriations Act begins on July 1, 2020; and,

WHEREAS, $53,984.15 in additional funding for this Project is provided under Line Item 1592A of the 2021-2022 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1592A of the 2021-2022 General Appropriations Act begins on July 1, 2021; and,

WHEREAS, $2,832,000.00 in additional funding for this Project is provided under Line Item 1650B of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now $6,915,474.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1650B of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
$6,915,474.00	☑ State ☐ Federal	LP, GAA LI 1595A, FY 18-19, GR	$349,000.00
	☑ State ☐ Federal	Springs, GAA LI 1657, FY 19-20, LATF	$1,167,676.44
	☑ State ☐ Federal	Springs, GAA LI 1605, FY 21-22, LATF	$2,422,474.00
	☑ State ☐ Federal	SC/PR WQ, GAA LI 1592A, FY 21-22, GR	$53,984.15
	☑ State ☐ Federal	Spr Cst WQ, GAA LI 1650B, FY 22-23, LATF	$2,832,000.00
	☑ State ☐ Federal	Rivers Springs Coast, GAA LI 1641C, FY 20-21, GR	$90,339.41
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$6,915,474.00

2. Attachment 3-4, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-5, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-5, Revised Grant Work Plan.

3. Attachment 5-3, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-4, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-4, Revised Special Audit Requirements.

4. Exhibit J, OSTDS/EDH Grants Data Collection Tool, as attached to this Amendment, is hereby added to the Agreement.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITRUS COUNTY, FLORIDA

By: _____
Authorized Signature

Diana Finegan, BOCC Chair
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Victoria Boyd, DEP Grant Manager

_____
Kate Pace, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-5	Revised Grant Work Plan
Attachment	5-4	Revised Special Audit Requirements
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

ATTACHMENT 3-5
REVISED GRANT WORK PLAN

PROJECT TITLE: Citrus County Cambridge Greens Septic to Sewer

PROJECT LOCATION: The Project will be located in the Cambridge Greens Subdivision within the unincorporated community of Lecanto, in Citrus County, Florida; Lat/Long (28.8784, -82.4055). See Figures 1 and 2 for a location and area map.

PROJECT BACKGROUND: The Cambridge Greens Subdivision is currently being served by septic tanks, which Citrus County (Grantee) has identified as a source of nutrient loading to groundwater and surface waters within the Kings Bay Springshed. The Project is a continuation of the Grantee's effort to provide wastewater service to existing residential and commercial developments within the priority focus areas of the Crystal River/Kings Bay Basin Management Action Plan (BMAP).

PROJECT DESCRIPTION: The Grantee will construct a municipal sanitary sewer system within the Cambridge Greens Subdivision. The Grantee will also provide incentive payments to approximately 322 homeowners intended to offset a portion of homeowner costs to connect to the Grantee's wastewater system by providing homeowners with up to $4,000.00 after connection of an existing home to central sewer located in in the project area. Wastewater flows will be routed for treatment to the Meadowcrest Wastewater Treatment Plant. The Project will include the installation of approximately 32,000 linear feet of sewer lines from the existing force main to residential lot lines and any associated components, which may include lift station(s) and grinder pump stations.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Citrus County Cambridge Greens Septic to Sewer in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 2) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 3) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Budget Narrative: Impact fees (also called infrastructure or capital fees) are not eligible costs under this task.

Task 2: Connection to Central Sewer

Deliverables: The Grantee will provide an incentive payment to eligible homeowners of up to $4,000.00 for approximately 322 single family residences to assist the homeowner to connect to central sewer, including the demolition of the septic tank, plumbing work from the house to the county right-of-way, and the connection of the on-site plumbing to the Meadowcrest Wastewater Treatment Plant. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Budget Narrative: Impact fees (also called infrastructure or capital fees) are not eligible costs under this task.

Task 3: Preconstruction Activities

Deliverables: The Grantee will complete the design of Citrus County Cambridge Greens Septic to Sewer and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$5,265,474	07/01/2018	06/30/2027
2	Connection to Central Sewer	Miscellaneous/ Other Expenses	$1,300,000	07/01/2021	06/30/2027
3	Preconstruction Activities	Contractual Services	$350,000	07/01/2019	06/30/2027
		Total:	$6,915,474		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map

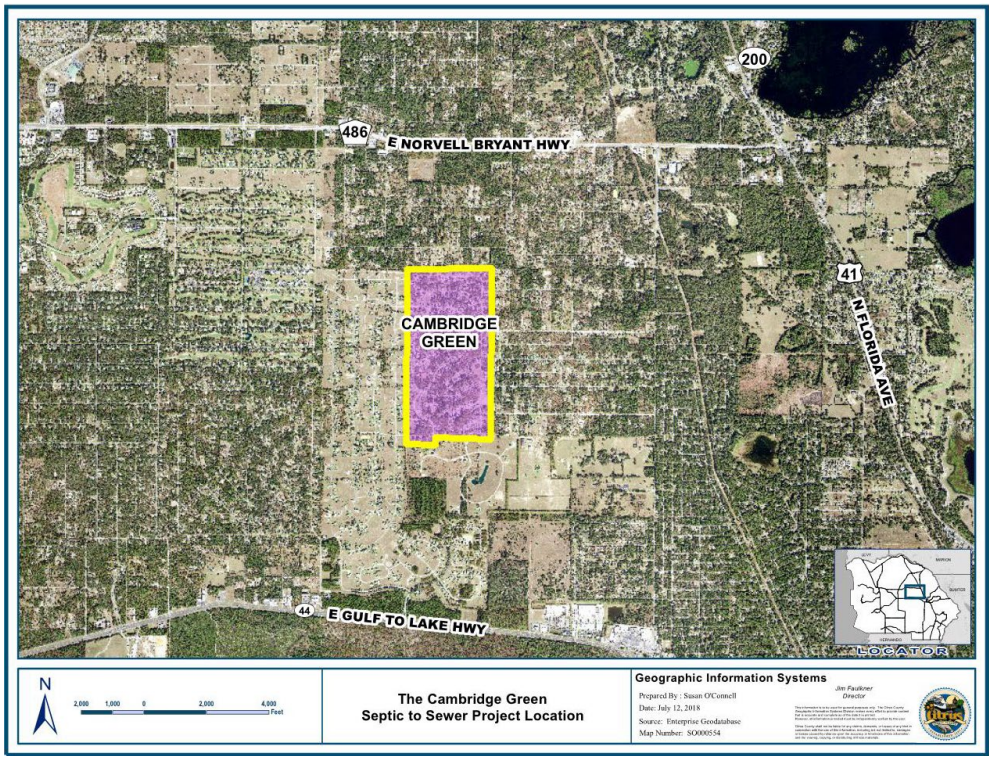
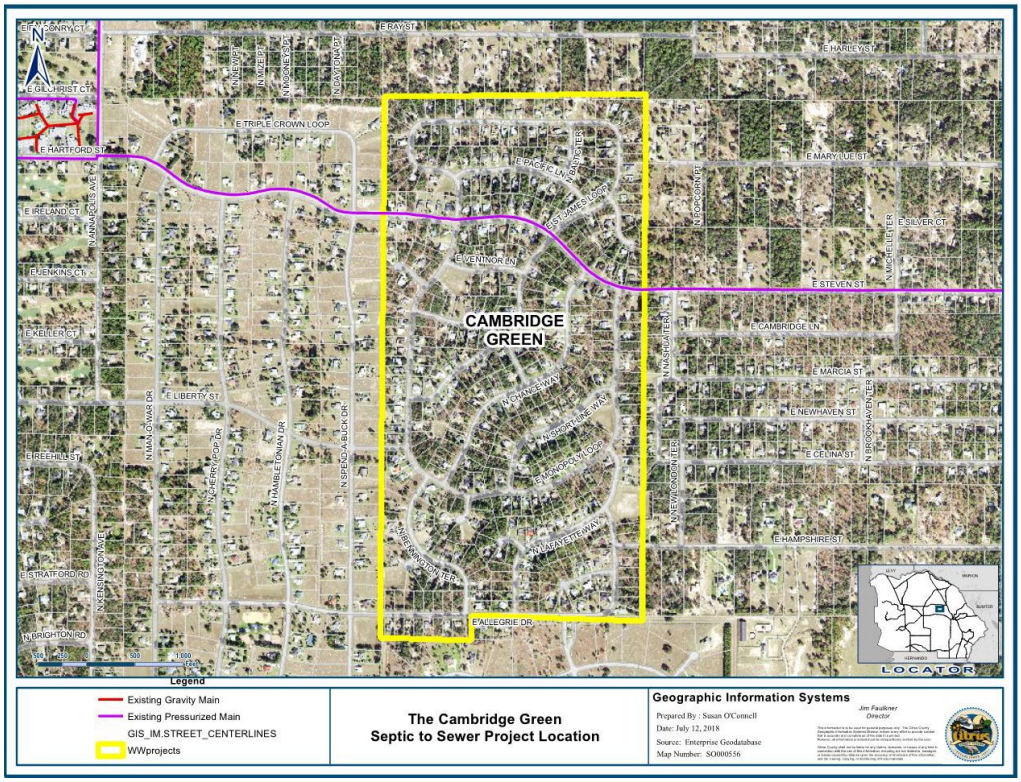


Figure 2: Area Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-4

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2018-2019	37.039	Statewide Surface Restoration and Wastewater Projects - LI 1595A	$349,000.00	140047
Amendment 2	Department of Environmental Protection	2021-2022	37.052	Florida Springs Grant - LI 1605	$2,422,474.00	087870
Amendment 5	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - LI 1657	$1,167,676.44	087870
Amendment 5	Department of Environmental Protection	2020-2021	37.039	Statewide Water Quality Restoration Projects - LI 1641C	$90,339.41	149944
Amendment 5	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects - LI 1592A	$53,984.15	149945
Amendment 5	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1650B	$2,832,000.00	149946
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$6,915,474.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
OSTDS/EHD Grants Data Collection Tool

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director, Ken Cheek, Water Resources Director
SUBJECT:	Connection Charge Installment Lien Agreement - Deborah & Gary Grill
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
After completion of the Capital Improvement Project (U2019-01) named Cambridge Greens Septic-to-Sewer, staff mailed 365-day mandatory connection letters to benefiting property owners with existing structures consistent with Administrative Regulation 15.03-01. In response, a New Connection Charge Installment Lien Agreement has been established in the name of Deborah & Gary Grill to be recorded in the Official Record Book.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:
NA

RECOMMENDED ACTION:
a. 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 for Deborah & Gary Grill.
b. Authorize the Clerk to record Connection Charge Installment Lien Agreement in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director/ Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:
1. 1650 E Pacific Ln - Grill - Signed Lien Agreement

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this ____ day of _____, 2026, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Deborah & Gary Grill** whose mailing address is **1650 E Pacific Ln Inverness FL 34453** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

WHEREAS, the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$2,897.13** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CLERK OF COURT: Traci Perry

CHAIRPERSON: Diana Finegan

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER:

BY: _____

Signature: _____

Kayla Hardin

WITNESS

WITNESS

PROPERTY OWNER:

BY: _____

Signature: _____

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of √ physical presence or ___ online notarization, this 21st day of April, 2026, by Gary Gail who is __ personally known to me or √ who produced FLDL as identification.

ANTHONY POTTS
Notary Public - State of Florida
Commission # HH 689267
My Comm. Expires Jun 17, 2029
Bonded through National Notary Assn.

Notary Public - State of Florida

Printed Name: Anthony Potts

Commission No. HH 689267

Exp. Date: Jun 17, 2029

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

SERVICE UNIT:

ATTEST:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CLERK OF COURT: Traci Perry

CHAIRPERSON: Diana Finegan

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER #2:

Debra J Burns

WITNESS Debra J Burns

BY: DeBorah Grill

Barbara Baird

WITNESS Barbara Baird

Signature: _____

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 April, 2026, by Deborah Grill who is ___ personally known to me or ✓ who produced FL DL as identification.

Debra J Burns

Notary Public - State of Florida

Printed Name:

Commission No.

Exp. Date:

Notary Public State of Florida
Debra J. Burns
My Commission HH 458987
Expires 12/29/2027

Exhibit "A"

Name: Deborah & Gary Grill

Legal Description: CAMBRIDGE GREENS OF CITRUS HILLS PB 13 PGS 119-124 LOT 16BLK 4

Service Address: 1650 E PACIFIC LN, INVERNESS FL 34453

Mailing Address: 1650 E PACIFIC LN, INVERNESS FL 34453

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Release and Satisfaction of Lien Water and Wastewater Utility Services - Vardi
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A lien was placed on this property for the value of past due utility charges from a delinquent utility account for water and/or wastewater. The lien amount has been paid in full, so a release of lien is being recommended.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

These funds have been received.

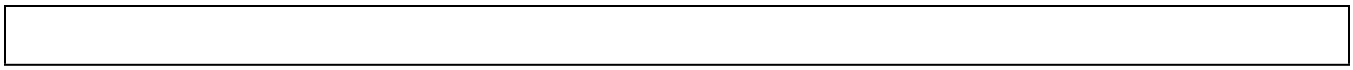
RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Eiman Vardi.

b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:

1. Release of Lien - Utility Write Offs - Vardi



RELEASE OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3650 Pages 1617 to 1618 on the 12th day of March, 2026 in the sum of $102.91 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 12th day of March, 2026, against the following described real property:

32 OAK VILLAGE BLVD S
18E20S130020 02210 0010

SUGARMILL WOODS OAK VILLAGE PB 9 PG 86 - 150, PB 10 PG 1 - 150 & PB 11 PG 1 - 16,
AS AMENDED IN PB 9 PG 87-A, LOT 1 & 2 BLK B-221.
AK 2201916

is hereby waived by the undersigned and Eiman Vardi and consents that the same be discharged forever.

Dated this ___ day of _____, 2026

ATTEST:

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

_____
Traci Perry, Clerk

BY: _____
Chairman: Diana Finegan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2026, by the undersigned authority, Diana Finegan as Chairman of the Citrus County Board of County Commissioners who is ___ personally known to me or who has produced _____ as identification and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County, Florida as its true act and deed, and that he/she was duly authorized to do so and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

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

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Release and Satisfaction of Lien Water and Wastewater Utility Services - John B Arnold
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A lien was placed on this property for the value of past due utility charges from a delinquent utility account for water and/or wastewater. The lien amount has been paid in full, so a release of lien is being recommended.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

These funds have been received.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by John B Arnold.

b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:

1. Release of Lien - Utility Write Offs - Arnold

RELEASE OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3626 Pages 1966 to 1967 on the 11th day of December, 2025 in the sum of $197.80 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 11th day of December, 2025, against the following described real property:

1565 W LOCKPORT LN
18E16S350010 8645

BEG AT SE COR OF LOT 864 TOWN OF DUNNELLON PB 1 PG 23, TH RUN W 50 FT, TH N 100 FT , TH E 50 FT, TH S 100 FT TO POB ---TOG W/ A NON EXCLUSIVE EASEMENT FOR ING AND EGR FOR THE BEF OF THE ABOVE PARCEL OVER THE FOLL DESC REAL PROPERTY: THE E 50 FT OF BLK 9 LOVE LACE LODFES ACC TO THE PLAT THEREOF AS REC IN PB 2 PG 14
Ak 1200041

is hereby waived by the undersigned and John B Arnold and consents that the same be discharged forever.

Dated this ___ day of _____, 2026

ATTEST:

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

_____
Traci Perry, Clerk

BY: _____
Chairman: Diana Finegan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2026, by the undersigned authority, Diana Finegan as Chairman of the Citrus County Board of County Commissioners who is ___ personally known to me or who has produced _____ as identification and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County, Florida as its true act and deed, and that he/she was duly authorized to do so and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources

3600 W Sovereign Path
Lecanto, FL 34461

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Release and Satisfaction of Lien Water and Wastewater Utility Services - Christen Brock
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A lien was placed on this property for the value of past due utility charges from a delinquent utility account for water and/or wastewater. The lien amount has been paid in full, so a release of lien is being recommended.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

These funds have been received.

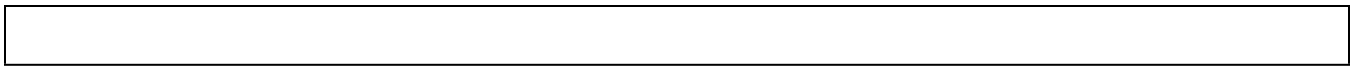
RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Christen Brock.

b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:

1. Release of Lien - Utility Write Offs - Brock



RELEASE OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3626 Pages 1966 to 1967 on the 11th day of December, 2025 in the sum of $353.14 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 11th day of December, 2025, against the following described real property:

7550 W TURKEYNECK CT
17E20S260220 000E0 0240
CHASSAHOWITZKA RIVER ESTS UNIT 2 PB 4 PG 10 LOTS 24 & 25
BLK E

AK 1186340

is hereby waived by the undersigned and Christen Brock and consents that the same be discharged forever.

Dated this ___ day of _____, 2026

ATTEST:

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

_____
Traci Perry, Clerk

BY: _____
Chairman: Diana Finegan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2026, by the undersigned authority, Diana Finegan as Chairman of the Citrus County Board of County Commissioners who is ___ personally known to me or who has produced _____ as identification and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County, Florida as its true act and deed, and that he/she was duly authorized to do so and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

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

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Release and Satisfaction of Lien Water and Wastewater Utility Services - David Freda
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A lien was placed on this property for the value of past due utility charges from a delinquent utility account for water and/or wastewater. The lien amount has been paid in full, so a release of lien is being recommended.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

These funds have been received.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by David Freda.

b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:

1. Release of Lien - Utility Write Offs - Freda

RELEASE OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3650 Pages 1617 to 1618 on the 12th day of March, 2026 in the sum of $315.51 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 12th day of March, 2026, against the following described real property:

31 N PIZARRO PT
18E18S310010 0660

CRYSTAL OAKS PB 13 PG 138 LOT 66
AK 2572779

is hereby waived by the undersigned and David Freda and consents that the same be discharged forever.

Dated this ___ day of _____, 2026

ATTEST:

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

_____
Traci Perry, Clerk

BY: _____
Chairman: Diana Finegan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2026, by the undersigned authority, Diana Finegan as Chairman of the Citrus County Board of County Commissioners who is ___ personally known to me or who has produced _____ as identification and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County, Florida as its true act and deed, and that he/she was duly authorized to do so and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

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

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Release and Satisfaction of Lien Water and Wastewater Utility Services - Zachary White
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A lien was placed on this property for the value of past due utility charges from a delinquent utility account for water and/or wastewater. The lien amount has been paid in full, so a release of lien is being recommended.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

These funds have been received.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Zachary White.

b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:

1. Release of Lien - Utility Write Offs - White

RELEASE OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3650 Pages 1617 to 1618 on the 12th day of March, 2026 in the sum of $185.90 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 12th day of March, 2026, against the following described real property:

3439 W CUSHION DR
18E17S100060 05610 0330

CITRUS SPRINGS UNIT 6 PB 6 PG 15 LOT 33 BLK 561

AK 1314836

is hereby waived by the undersigned and Zachary White and consents that the same be discharged forever.

Dated this ___ day of _____, 2026

ATTEST:

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

_____
Traci Perry, Clerk

BY: _____
Chairman: Diana Finegan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2026, by the undersigned authority, Diana Finegan as Chairman of the Citrus County Board of County Commissioners who is ___ personally known to me or who has produced _____ as identification and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County, Florida as its true act and deed, and that he/she was duly authorized to do so and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

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

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Release and Satisfaction of Lien Water and Wastewater Utility Services - BT2R Investments LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A lien was placed on this property for the value of past due utility charges from a delinquent utility account for water and/or wastewater. The lien amount has been paid in full, so a release of lien is being recommended.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

These funds have been received.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute Release and Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by BT2R Investments LLC.

b. Authorize the Clerk to record Release and Satisfaction of Lien in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director)**

ATTACHMENTS:

1. Release of Lien - Utility Write Offs -BT2R Investments

RELEASE OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3650 Pages 1617 to 1618 on the 12th day of March, 2026 in the sum of $83.20 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 12th day of March, 2026, against the following described real property:

9575 N LANGDON RD
18E17S100050 05290 0040

CITRUS SPRINGS UNIT 5 PB 6 PG 1-14, LOT 4 BLK 529.

AK 1307961

is hereby waived by the undersigned and BT2R Investments LLC and consents that the same be discharged forever.

Dated this ___ day of _____, 2026

ATTEST:

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

_____

Traci Perry, Clerk

BY: _____

Chairman: Diana Finegan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2026, by the undersigned authority, Diana Finegan as Chairman of the Citrus County Board of County Commissioners who is ___ personally known to me or who has produced _____ as identification and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County, Florida as its true act and deed, and that he/she was duly authorized to do so and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

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

AGENDA MEMORANDUM

FROM:	Ken Cheek, Water Resources Director
SUBJECT:	Release of Retainage PB 23-043 Cedar Lakes Estates Water Assessment Project
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

The Department of Water Resources entered into an agreement with Miller Pipeline Inc. to construct water service connections for the Cedar Lakes Estates Water Assessment Project. Water Resources confirms that project PB# 23-043 has been successfully completed to satisfaction and the Department of Water Resources is requesting the Board approve the project and Release of Retainage funds to Miller Pipeline, Inc. in the amount of $23,009.25, (twenty-three thousand, nine dollars and twenty-five cents).

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
451-205003	Cedar Lakes - Retainage				23,009.25

RECOMMENDED ACTION:

Approve and Authorize the Chairman to approve the Release of Retainage for the Cedar Lakes Estates Water Assessment Project PB# 23-043 to Miller Pipeline, Inc. **(Ken Cheek, P.E., Water Resources Director)**

ATTACHMENTS:

1. PA # 7 CedarLkEst Retg Memo

2. 251117 Cedar Lakes Estates PAY APP 7 Final
3. Confirmation of Figures
4. Request for Release of Retainage

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
Utilities Division
3600 W Sovereign Path Ste. 291
Lecanto, Florida 34461
Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

To: Julie Pitts, Compliance Analyst - BOCC Assets

Through: Lisa Mauldin, Fiscal Specialist III, Water Resources Department

Lisa Mauldin Digitally signed by Lisa Mauldin Date: 2026.04.30 14:41:27 -04'00'

From: Gary Loggins, Utilities Operations Division Director

Date: April 30th, 2026

RE: Application for Payment No. 7 – Request for Release of Retainage

The Department of Water Resources, hereby approves the Application for Payment No. 7 submitted by Miller Pipeline, Inc. for release of retainage, in the amount of $ 181,434.71. This application for Payment is dated April 30th, 2026, and is against Contract PB# 23-043 and P.O. 86922 for the Cedar Lakes Estates Water Assessment Project.

All work identified on the attached schedule of values has been satisfactorily completed.

Retainage Payment $ 23,009.25 Account #451-205003

The project was satisfactorily completed and has been accepted by Citrus County Water Resources. The project's final completion was achieved on April 10th, 2026.

Documents included:
- Final Application Memo
- Final Payment Application No. 7
- Contractor's Request for Release of Retainage

- Confirmation of Figures

ATTN: **Gary Loggins**
Citrus County - Water Resources Utilities Divisi
3600 W Sovereign Path, Suite 292
Lecanto, FL 34461
Email: **Gary.Loggins@citrusbocc.com**

MILLER PIPELINE
AN ARTERA COMPANY
Remit Payment to: 1853 Reliable Parkway Chicago, Il 60686

4260 NE 35th Street, Ocala, FL 34479
Office: (352) 236-3355
Fax: (352) 236-0038
Project No: **FL 880**
P.M. **NS**

Application Date: **April 30, 2026**
PAY REQUEST No. **7 FINAL**
Project: **CEDAR LAKE ESTATES**

TO INVOICE YOU FOR THE FOLLOWING:

Item	Description of Work	Schedule of Values				Work Completed						Balance to Finish	Retainage 0%
		Quantity	Unit	Unit Cost	Total Cost	Previous Applications	Current Period	Current Amount	Total Complete	Total Amount	%		
	WATER												
1.1	1" PE Tubing Service Line	1,440	LF	12.55	18,072.00	1,440	-	-	1,440	18,072.00	100%	-	-
1.2	4" PVC Water Main - DR18	2,160	LF	19.55	42,228.00	2,160	-	-	2,160	42,228.00	100%	-	-
1.3	6" PVC Water Main - DR18	4,640	LF	24.55	113,912.00	4,640	-	-	4,640	113,912.00	100%	-	-
1.4	8" PVC Water Main - DR18	560	LF	34.55	19,348.00	560	-	-	560	19,348.00	100%	-	-
1.5	4" x 22.5° M.J.D.I. Bend	4	EA	155.00	620.00	4	-	-	4	620.00	100%	-	-
1.6	4" x 2" M.J.D.I. Tapped Plug	5	EA	150.00	750.00	5	-	-	5	750.00	100%	-	-
1.7	6" x 22.5° M.J.D.I. Bend	19	EA	230.00	4,370.00	19	-	-	19	4,370.00	100%	-	-
1.8	6" x 45° M.J.D.I. Bend	2	EA	245.00	490.00	2	-	-	2	490.00	100%	-	-
1.9	6" x 4" M.J.D.I. Reducer	3	EA	185.00	555.00	3	-	-	3	555.00	100%	-	-
1.10	6" x 6" x 4" M.J.D.I. Tee	2	EA	375.00	750.00	2	-	-	2	750.00	100%	-	-
1.11	6" x 6" x 6" M.J.D.I. Tee	1	EA	405.00	405.00	1	-	-	1	405.00	100%	-	-
1.12	6" x 6" x 6" x 6" M.J.D.I. Cross	1	EA	575.00	575.00	1	-	-	1	575.00	100%	-	-
1.13	8" M.J.D.I. Sleeve	1	EA	395.00	395.00	1	-	-	1	395.00	100%	-	-
1.14	8" x 11.25° M.J.D.I. Bend	3	EA	300.00	900.00	3	-	-	3	900.00	100%	-	-
1.15	8" x 6" M.J.D.I. Reducer	2	EA	255.00	510.00	2	-	-	2	510.00	100%	-	-
1.16	8" x 8" x 8" M.J.D.I. Tee	1	EA	560.00	560.00	1	-	-	1	560.00	100%	-	-
1.17	4" Gate Valve and Valve Box	9	EA	1,290.00	11,610.00	9	-	-	9	11,610.00	100%	-	-
1.18	6" Gate Valve and Valve Box	8	EA	1,550.00	12,400.00	8	-	-	8	12,400.00	100%	-	-
1.19	4" Mega Lug Fitting Restraint	31	EA	85.00	2,635.00	31	-	-	31	2,635.00	100%	-	-
1.20	6" Mega Lug Fitting Restraint	94	EA	110.00	10,340.00	94	-	-	94	10,340.00	100%	-	-
1.21	8" Mega Lug Fitting Restraint	13	EA	140.00	1,820.00	13	-	-	13	1,820.00	100%	-	-
1.22	4" Pipe Joint Restraint	27	EA	95.00	2,565.00	27	-	-	27	2,565.00	100%	-	-
1.23	6" Pipe Joint Restraint	24	EA	120.00	2,880.00	24	-	-	24	2,880.00	100%	-	-
1.24	8" Pipe Joint Restraint	8	EA	175.00	1,400.00	8	-	-	8	1,400.00	100%	-	-
1.25	Fire Hydrant Assembly	5	EA	5,300.00	26,500.00	5	-	-	5	26,500.00	100%	-	-
1.26	6" x 6" x 6" M.J.D.I. Hydrant Tee	5	EA	445.00	2,225.00	5	-	-	5	2,225.00	100%	-	-
1.27	2" PVC Sleeve - Water Service	720	LF	5.75	4,140.00	720	-	-	720	4,140.00	100%	-	-
1.28	1" Single Water Service - Short Side	18	EA	760.00	13,680.00	18	-	-	18	13,680.00	100%	-	-
1.29	1" Single Water Service - Long Side	18	EA	925.00	16,650.00	18	-	-	18	16,650.00	100%	-	-
1.30	Temporary Blow-off Assembly - 4" Main	5	EA	1,395.00	6,975.00	5	-	-	5	6,975.00	100%	-	-
1.31	Water Sample Point	1	EA	515.00	515.00	1	-	-	1	515.00	100%	-	-
1.32	Bacteriological & Disinfection	1	LS	1,500.00	1,500.00	1	-	-	1	1,500.00	100%	-	-
1.33	Hydrostatic Pressure Testing	1	LS	1,500.00	1,500.00	1	-	-	1	1,500.00	100%	-	-
1.34	Temporary Jumper Connection	1	EA	2,125.00	2,125.00	1	-	-	1	2,125.00	100%	-	-
					325,900.00			**-**		**325,900.00**	**100%**	**-**	**-**
	GENERAL CONSTRUCTION												
2.1	Mobilization	1	EA	2,650.00	2,650.00	1	-	-	1	2,650.00	100%	-	-
2.2	Surveying - Certified As-builts	1	LS	4,400.00	4,400.00	1	-	-	1	4,400.00	100%	-	-

Item	Description of Work	Schedule of Values				Work Completed						Balance to Finish	Retainage 0%
		Quantity	Unit	Unit Cost	Total Cost	Previous Applications	Current Period	Current Amount	Total Complete	Total Amount	%		
2.3	Surveying - Construction Layout	1	LS	11,225.00	11,225.00	100%	0%	-	100%	11,225.00	100%	-	-
2.4	Concrete Driveways - Remove & Replace	4,120	SF	15.00	61,800.00	4,120	-	-	4,120	61,800.00	100%	-	-
2.5	Asphalt Pavement Removal and Replacement	4,528	SF	7.50	33,960.00	4,528	-	-	4,528	33,960.00	100%	-	-
2.6	Trench Width Asphalt Pavement Removal and Replacement (Water Services)	2,700	SF	7.50	20,250.00	2,700	-	-	2,700	20,250.00	100%	-	-
					134,285.00			**-**		**134,285.00**	**100%**	**-**	**-**
	CONTRACT SUB-TOTAL:				**460,185.00**			**-**		**460,185.00**	**100%**	**-**	**-**
	ALTERNATE ADD												
	Backfill Material - Pipe Bedding Stone		CY	30.00	-	-	-	-	-	-	#####	-	-
	Dewatering - Water		LF	25.00	-	-		-	-	-	#####	-	-
	Excavation - Rock Removal		CY	30.00	-	-		-	-	-	#####	-	-
	Excavation - Remove & Replace Unsuitable Material		CY	25.00	-	-	-	-	-	-	#####	-	-
					-			-		-		-	-
			TOTALS		**460,185.00**			**-**		**460,185.00**	**100%**	**-**	**-**

TOTAL AMOUNT COMPLETE		**$ -**	**$ 460,185.00**
LESS RETAINAGE	**0%**	**$ -**	**$ -**
LESS PREVIOUS QUANTITY			**$ 437,175.75**
AMOUNT DUE THIS REQUEST		**$ -**	**$ 23,009.25**

Roger G. Ingall

From: Julie Pitts <JPitts@citrusclerk.org>
Sent: Monday, May 4, 2026 3:13 PM
To: Roger G. Ingall
Cc: Lisa A. Mauldin; David M. Meeks
Subject: RE: [EXTERNAL] Confirmation of Figures

Hi Roger,

According to my reconciliation of PO 86922, $460,185.00 has been expensed from the purchase order, $437,175.75 has been paid to the vendor, $23,009.25 is being held in retainage and $4,791.00 is the remaining balance of the PO.

Please note that these amounts include Pay App 6 pending in Pentamation ($181,434.71 to vendor and $9,549.19 retainage).

Please let me know if you have any questions or need anything further regarding this.

Thanks,

On behalf of the Citrus County Clerk of the Circuit Court and Comptroller, I appreciate the opportunity to be of service to you.

Julie Pitts
Compliance Analyst

CITRUS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
110 N APOPKA AVE, INVERNESS, FL 34450
DIRECT: (352) 341-8862 | OFFICE: (352) 341-6424

From: Roger G. Ingall <roger.ingall@citrusbocc.gov>
Sent: Monday, May 4, 2026 10:41 AM
To: Julie Pitts <JPitts@citrusclerk.org>
Cc: Lisa A. Mauldin <lisa.mauldin@citrusbocc.gov>; David M. Meeks <david.meeks@citrusbocc.gov>
Subject: [EXTERNAL] Confirmation of Figures

CAUTION: This email originated from outside of the Clerk's Office. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julie,
We have received the request for release of retainage from the contractor for this project and I am requesting confirmation of figures.
Please reference:

- P.O. 86922
- Project Name: PB# 23-043 Cedar Lakes Estates Water Assessment Project.

Roger G. Ingall

From: Bell, Charles <Charles.Bell@millerpipeline.com>
Sent: Tuesday, May 5, 2026 6:29 AM
To: Roger G. Ingall
Subject: [EXTERNAL]RE: Cedar Lakes Estates Final Pay App 7
Attachments: 251117 Cedar Lakes Estates PAY APP 7 Final.pdf

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

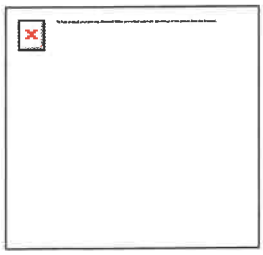
Roger,

Please Release final Retainage on subject project. See attached Pay Application.

There is no Surety involved in the job. Citrus county has piggy backed our contract with the City of Ocala.

Cdb

Charles D. Bell, P.E.
Engineering Manager
C 352 427 1267
Charles.Bell@millerpipeline.com



From: Roger G. Ingall <roger.ingall@citrusbocc.gov>
Sent: Monday, May 4, 2026 11:15 AM
To: Bell, Charles <Charles.Bell@millerpipeline.com>
Cc: Lisa A. Mauldin <lisa.mauldin@citrusbocc.gov>; David M. Meeks <david.meeks@citrusbocc.gov>; Cory D. Dilmore <cory.dilmore@citrusbocc.gov>
Subject: Cedar Lakes Estates Final Pay App 7

****EXTERNAL MAIL** Do not click any links or open any attachments unless you trust the sender and know the content is safe.**

Charles,
I am helping out as Gary Loggins is out this week. So, to put Final Pay App 7 on the BOCC Agenda for approval, I need a couple of things:

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	QTE 26-012 Mowing Services for Clerk's Annex and County Owned Cemeteries; Simply Amazing Property Maintenance LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On January 17, 2026, Staff advertised a Request for Quote, QTE 26-012 Mowing Services for Clerk's Annex and County-Owned Cemeteries for interested parties to submit a quote to provide services for mowing, edging, trimming, weeding, and clean-up of debris for four (4) County-Owned cemeteries and the previous Clerk of Court Annex property. The County received six (6) bids.

The staff has reviewed the bids and recommends awarding Simply Amazing Property Maintenance LLC as the lowest qualified bidder meeting specifications, to provide services of mowing, edging, trimming, weeding, and clean-up of debris for four (4) County-Owned cemeteries and the previous Clerk of Court Annex property at the cost of $20,250.00 annually for a total of 25 mowing of each location and the as-needed alternates of Minor Pruning at $100 per visit and Hedging at $50 per visit of each location.

This project will be funded by the County.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2675-53400	Other Contractual Services	$315,705	$112,787	$197,975	$4,943

This will be paid out between FY 25/26 and FY 26/27.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Simply Amazing Property Maintenance LLC to provide services of mowing, edging, trimming, weeding, and clean-up of debris for County-Owned cemeteries and the Clerk of Court Annex property at the cost of $20,250.00 per 25 visits of all locations and the as-needed alternates of Minor Pruning at $100 and Hedging at $50 per each visit of each of the locations. **(Eric Head, Community Services Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS - QTE 26-012 Mowing Services for Clerk's Annex and County Owned Cemeteries

Citrus County
Board of County Commissioners
Department of Community Services
Parks and Recreation Division
Grounds Maintenance Section

TO: Linda Morse, Purchasing and Contracts Manager, Department of Management & Budget

THROUGH: Eric Head, Director of Community Services

THROUGH: Terri Moore, Director of Parks and Recreation

FROM: Christopher Sanz, Grounds Maintenance Manager CS

DATE: March 31, 2026

SUBJECT: QTE 26-012 Mowing Services for Clerk's Annex and Citrus County Cemeteries

---

I have received the bid tabulations from Management and Budget regarding QTE 26-012 Mowing Services for Clerk's Annex and Citrus County Cemeteries and am requesting the contract be awarded to Simply Amazing Property Maintenance, LLC as the lowest qualified bidder meeting specifications.

If you require additional information, please do not hesitate to contact me.

Please place this item on the Agenda for Board approval.

.

CS/dr

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: Mowing Services for Conty Owned Properties Cemetaries
(Two lines maximum)

DEPARTMENT / DIVISION: Grounds Maintenance/Community Services

ACCOUNT NUMBER: 2675-53400
(Four lines maximum)

BUDGET AMOUNT: 21,500

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Mowing and landscape maintenance services for FY 2026

REQUESTOR (SIGNATURE) Chris Sanz **DATE** 12/19/2025 ~~10/15/2025~~

REQUESTOR (PRINT NAME) Christopher Sanz **DATE** 12/19/2025

DIVISION DIRECTOR Terri A. Moore **DATE** 12/22/2025

DEPARTMENT DIRECTOR **DATE** 12/23/25

MANAGEMENT & BUDGET DIRECTOR Tammy Wilson **DATE** 1/5/26

Bid Tabulation - Summary
QTE 26-012
Mowing Services for Clerk's Annex and County Owned Cemeteries

Company Name	Table 1 - Base Bid for Service Visits - Totals	Table 2 Alternative Bid - Minor Pruning - Totals	Table 3 Alternative Bid - Hedging - Totals	Base Bid + Alternatives - Totals
Faithworks Total Ground Maintenance LLC *(Mount Dora, Florida)*	**$26,125.00**	**$1,250.00**	**$1,375.00**	**$28,750.00**
JDMF, LLC *(Gotha, Florida)*	**$57,875.00**	**$1,900.00**	**$550.00**	**$60,325.00**
Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*	**$32,500.00**	**$300.00**	**$300.00**	**$33,100.00**
MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*	**$23,625.00**	**$500.00**	**$250.00**	**$24,375.00**
Simply Amazing Property Maintenance LLC *(Beverly Hills, Florida)*	**$20,250.00**	**$500.00**	**$1,000.00**	**$21,750.00**
Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*	**$36,000.00**	**$250.00**	**$250.00**	**$36,500.00**

Bid Tabulation - Detailed
QTE 26-012
Mowing Services for Clerk's Annex and County Owned Cemeteries

Table 1- Base Bid for Service Visits

			Faithworks Total Ground Maintenance LLC *(Mount Dora, Florida)*		JDMF, LLC *(Gotha, Florida)*		Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*		MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*		Simply Amazing Property Maintenance LLC *(Beverly Hills, Florida)*		Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**
Stage Pond Cemetery 1280 East Stage Coach Trail (480 Between 581 & 491) Inverness, FL 34452	25	Each	$155.00	$3,875.00	$350.00	$8,750.00	$195.00	$4,875.00	$145.00	$3,625.00	$120.00	$3,000.00	$180.00	$4,500.00
Stage Stand Cemetery 4571 South Suncoast Blvd. Homosassa, FL 34446	25	Each	$503.00	$12,575.00	$1,100.00	$27,500.00	$611.00	$15,275.00	$410.00	$10,250.00	$400.00	$10,000.00	$600.00	$15,000.00
Hernando Cemetery 3432 E. Oleander Lane Hernando, FL 34442	25	Each	$77.00	$1,925.00	$180.00	$4,500.00	$78.00	$1,950.00	$75.00	$1,875.00	$40.00	$1,000.00	$120.00	$3,000.00
Pine Hills Cemetery 500 South Line Ave Inverness, FL 34450	25	Each	$194.00	$4,850.00	$425.00	$10,625.00	$221.00	$5,525.00	$175.00	$4,375.00	$150.00	$3,750.00	$360.00	$9,000.00
Clerk of Court Annex 120 North Montgomery Ave. Inverness, FL 34450	25	Each	$116.00	$2,900.00	$260.00	$6,500.00	$195.00	$4,875.00	$140.00	$3,500.00	$100.00	$2,500.00	$180.00	$4,500.00
Totals				**$26,125.00**		**$57,875.00**		**$32,500.00**		**$23,625.00**		**$20,250.00**		**$36,000.00**

Table 2 Alternate Bid- Minor Pruning

			Faithworks Total Ground Maintenance LLC *(Mount Dora, Florida)*		JDMF, LLC *(Gotha, Florida)*		Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*		MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*		Simply Amazing Property Maintenance LLC *(Beverly Hills, Florida)*		Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**
Stage Pond Cemetery	1	Each	$250.00	$250.00	$400.00	$400.00	$47.50	$47.50	$100.00	$100.00	$100.00	$100.00	$50.00	$50.00
Stage Stand Cemetery	1	Each	$350.00	$350.00	$700.00	$700.00	$127.50	$127.50	$100.00	$100.00	$100.00	$100.00	$50.00	$50.00
Hernando Cemetery	1	Each	$175.00	$175.00	$200.00	$200.00	$25.00	$25.00	$100.00	$100.00	$100.00	$100.00	$50.00	$50.00
Pine Hill Cemetery	1	Each	$275.00	$275.00	$400.00	$400.00	$52.50	$52.50	$100.00	$100.00	$100.00	$100.00	$50.00	$50.00
Clerk of Court Annex	1	Each	$200.00	$200.00	$200.00	$200.00	$47.50	$47.50	$100.00	$100.00	$100.00	$100.00	$50.00	$50.00
Totals				**$1,250.00**		**$1,900.00**		**$300.00**		**$500.00**		**$500.00**		**$250.00**

Table 3 Alternate Bid- Hedging

			Faithworks Total Ground Maintenance LLC *(Mount Dora, Florida)*		JDMF, LLC *(Gotha, Florida)*		Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*		MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*		Simply Amazing Property Maintenance LLC *(Beverly Hills, Florida)*		Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**
Stage Pond Cemetery	1	Each	$275.00	$275.00	$0.00	$0.00	$47.50	$47.50	$50.00	$50.00	$200.00	$200.00	$50.00	$50.00
Stage Stand Cemetery	1	Each	$325.00	$325.00	$260.00	$260.00	$127.50	$127.50	$50.00	$50.00	$200.00	$200.00	$50.00	$50.00
Hernando Cemetery	1	Each	$50.00	$50.00	$0.00	$0.00	$25.00	$25.00	$50.00	$50.00	$200.00	$200.00	$50.00	$50.00
Pine Hill Cemetery	1	Each	$525.00	$525.00	$30.00	$30.00	$52.50	$52.50	$50.00	$50.00	$200.00	$200.00	$50.00	$50.00
Clerk of Court Annex	1	Each	$200.00	$200.00	$260.00	$260.00	$47.50	$47.50	$50.00	$50.00	$200.00	$200.00	$50.00	$50.00
Totals				**$1,375.00**		**$550.00**		**$300.00**		**$250.00**		**$1,000.00**		**$250.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 41/16/2026

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: Sarah B Mento
Sheldon-Palmes Insurance of Inverness, Inc DBA Brice Ins Agency 3633 E Gulf to Lake Hwy Inverness, FL 34453	PHONE (A/C, No, Ext): 352-344-1277 FAX (A/C, No): 352-344-2851 E-MAIL ADDRESS: smento@spbins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Simply Amazing Property Maintenance, LLC Mark Skrivan 250 W Thistle Place Beverly Hills, FL 34465	INSURER A : Frank Winston Crum Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	FGFL9011461801	12/19/2025	12/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: QTE 26-012

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Suite 266
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2026

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: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
Simply Amazing Property Maintenance LLC 250 W Thistle Pl Beverly Hills, FL 34465	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 103074500677568348D042326T091221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	Y	868871218	01/29/2026	07/29/2026	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	Y	868871218	01/29/2026	07/29/2026	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida
3600 West Sovereign Path Suite 226
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

Mark Pace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Progressive Insurance	Simply Amazing Property Maintenance LLC 250 W Thistle Pl Beverly Hills, FL 34465
POLICY NUMBER 868871218	
CARRIER / **NAIC CODE** Progressive Express Insurance Company / 10193	**EFFECTIVE DATE:** 01/29/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	$50,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2018 GMC SIERRA 1GT42XEY2JF200623

Comprehensive	$2,500 Ded
Collision	$2,500 Ded

Additional Information

Certificate holder is listed as an Additional Insured and Waiver of Subrogation Holder.
Job Number: QTE26-012 and QTE26-081

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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PRODUCER	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc.	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**
	E-MAIL ADDRESS:
1 Adp Boulevard	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Roseland NJ 07068	**INSURER A :** Technology Insurance Company, Inc. 42376
INSURED SIMPLY AMAZING PROPERTY MAINTENANCE LLC	**INSURER B :**
	INSURER C :
250 W Thistle Place	**INSURER D :**
	INSURER E :
Beverly Hills FL 34465	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4990483 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A	Y	TWC4764468	02/05/2026	02/05/2027	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.
Job Reference: Cemeteries
Project number "QTE26-012"

CERTIFICATE HOLDER

Citrus County, Florida,
3600 W. Sovereign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Frank Winston Crum Insurance Company

AMB #: 012601 NAIC #: 11600 FEIN #: 061683641

Mailing Address
100 South Missouri Avenue
Clearwater, Florida 33756
United States

Web: www.fwcruminsurance.com
Phone: 727-799-1150
Fax: 727-450-7911

View Additional Address Information

Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 046317 - Frank Winston Crum Ins Holdings Corp. 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):	B++ (Good)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 07, 2025
Initial Rating Date:	April 15, 2010

Long-Term Issuer Credit View Definition

Rating (Rating Category):	bbb+ (Good)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 07, 2025
Initial Rating Date:	April 15, 2010

Financial Size Category View Definition

Financial Size Category: VII (USD 50 Million to Less than 100 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst II: Christine DePalma

Director: Edin Imsirovic

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

View AM Best's Rating Review Form

Progressive Express Insurance Company

AMB #: 011760 NAIC #: 10193 FEIN #: 593213719

Mailing Address
P.O. Box 89490
Cleveland, Ohio 44101-6490
United States

View Additional Address Information

Web: www.progressive.com
Phone: 440-461-5000
Fax: 440-603-5500

AM Best Rating Unit: AMB #: 058454 - Progressive Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058454 - Progressive 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 03, 2025
Initial Rating Date:	May 19, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 03, 2025
Initial Rating Date:	September 02, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Daniel Mangano
Director: Christopher Draghi, CPCU

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 Progressive Corporation and Its Subsidiaries
April 03, 2025

View AM Best's Rating Review Form

Technology Insurance Company, Inc.

AMB #: 011234 NAIC #: 42376 FEIN #: 020449082

Mailing Address
800 Superior Ave. E., 21St Floor
Cleveland, Ohio 44114
United States

View Additional Address Information

Web: www.amtrustfinancial.com
Phone: 212-220-7120
Fax: 212-220-7130

AM Best Rating Unit: AMB #: 018533 - AmTrust Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	December 15, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	June 20, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Billiah Moturi

Director: Doniella Pliss

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

View AM Best's Rating Review Form

Mowing Services for Clerk's Annex and County Owned Cemeteries

Contract #: QTE 26-012

CITRUS COUNTY, FLORIDA
A political subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

For more information, please visit our online supplier portal, located at
https://procurement.opengov.com/portal/citrusfl

This Agreement is entered into by the parties this _____ day of _____, 2026.

1. Parties

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

and

Simply Amazing Property Maintenance LLC, (Contractor)

2. Designated Contact Person as to County

Christopher Sanz, Citrus County Grounds Maintenance Manager
1300 S. Lecanto Hwy
Lecanto, Florida 34461
Phone: 352-527-5760
Fax: 352-527-7676
Email: christopher.sanz@citrusbocc.gov

3.0 Designated Contact Person as to Contractor

Mark Skrivan, Owner
Simply Amazing Property Maintenance LLC
250 West Thistle Place
Beverly Hills, Florida 33465
Phone: 352-585-3106
Email: simplyamazingpm@yahoo.com

4. 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. Entire Agreement

This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Quote, (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. Agreement Documents

Exhibit A- Scope of Services

Exhibit B- Compensation

7. Term of Agreement and Commencement of Services

The duration of the Agreement shall be for a period of two (2) years from the date that the Parties have executed the Agreement, with an option to renew for three (3) additional, one (1) year periods. The renewal

option will be conditioned upon satisfactory performance by Contractor 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/or 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.

8. 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 Services 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. 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 written amendment to the Agreement.

10. Compensation to Contractor

Compensation to be paid to Contractor for the provision of the Commodity and/or Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

An increase in Pricing may be considered by County for each year after the initial term. The request to increase the price must be made in writing to County supported by a detailed justification by furnishing bona-fide manufacturer's documents or a price list reflecting the changes that warrant the requested increase. The request must be submitted at least ninety (90) calendar days prior to a renewal period. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11. Payment of Payment Requests

11.1. Payment Requests

Requests for payment for 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 performed, 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 have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2. Prompt Payment

County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request

in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3. Form of Request

If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4. Resolution of Payment Request Disputes

In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such proceedings 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 performed by Contractor, 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 perform any Services for County until Contractor has received a purchase order and/or Notice to Proceed from County. Contractor will be permitted to accept an order to perform 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. 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 the 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-executed Services shall be performed on a mutually agreed upon schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's suppliers or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care due County under this Agreement.

12.4. Warranty of Title

Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the Services furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13. Public Records

Contractor will keep and maintain public records required by the County to perform the Services. 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 THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

14. 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. The 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 Services hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The coverage limits and endorsements required herein protect the primary interests of County, and these coverage 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 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2. Commercial General Liability

Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3. Automobile Liability

Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4. Workers Compensation and Employer's Liability

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that Contractor/employer/owner's employees. If the Contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the Contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5. Cyber Insurance

If any operations to be undertaken by Contractor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6. Other Insurance Provisions

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's Bid number shall be noted on the certificate. **QTE 26-012**

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

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 Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

14.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.6 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.

14.6.7 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 the Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

14.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

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

15. 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. 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. The 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. 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. Licenses and Certifications

Contractor, or its Subcontractor(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. 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 performance 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, 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information 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 Services covered under this Agreement, or of any property included or planned to be included in the Services, 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 subcontracts:

"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."

19.6. Cooperative Purchasing

If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7. Correction of Services

Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8. County Funds

If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated. 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with a 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 the County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14. Drug Free Workplace

Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15. Employees, Subcontractors and Agents

All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, 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 subcontractor 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, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

19.18. E-Verification System

Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

19.19. Force Majeure Event

Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Contractor.

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. The Contractor will employ and maintain, at the Project Site, a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Services.

19.24. Lawful Claims and Demands

Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25. Lobbying

Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Work, 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. Contractor will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Contractor'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, Work, 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 bonafide 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 Bid/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 performance of the Services. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the performance 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, subcontractor 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 services as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.32. Relationship

Contractor is an independent Contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.33. Risk of Loss

Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies, or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34. Schedules, Reports and Records

Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the performance 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

19.35.1 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.

19.35.2 Cybersecurity. The Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

19.35.3 Security of Information. Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the

security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

19.35.4 Security Incident Notification and Action. If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

19.35.5 Security Incident Notification and Action:

In the event that Contractor becomes aware of a Cybersecurity Incident, Contractor **shall**:

i. Promptly notify County, in writing, of the occurrence of such Cybersecurity Incident, no more than 24 hours after becoming aware of said Cybersecurity Incident; and no more than 12 hours after becoming aware of Ransomware incidents.
Non-Life-Threatening incidents IT Help Desk (352)527-5275

ii. Investigate such Cybersecurity Incident and conduct an analysis of the cause(s) of such Cybersecurity Incident.

iii. Provide periodic updates of any ongoing investigation to County.

iv. Develop and implement an appropriate plan to remediate the cause of such Cybersecurity Incident, to the extent that such cause is within Contractor or any of its affiliates or subcontractor's control.

v. Provide:
   1. Notification to potentially affected persons
   2. Credit monitoring services
   3. Identification protection services;
   4. Establish and operate a call center;
   5. Notification to any and all regulatory authorities; and
   6. Other functions, services, or penalties as may be required by law.

vi. Should it be determined that such Cybersecurity Incident was the responsibility of County, County shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Cybersecurity Incident.

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 its completion or termination 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 performance of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

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 any other or further exercise thereof or the exercise of any other right by County.

19.40. Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

19.41. Accessible Electronic Information Technology

Contractor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

20.0 Subcontracts

Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable county, state and federal laws and regulations.

21.0 Human Trafficking for Nongovernmental Entities

Contractor shall comply with the requirements set forth in Section 787.06, Florida Statute.

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.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

SIMPLY AMAZING PROPERTY MAINTENANCE LLC

Leigha Utter
Signature of Witness (1)

Leigha Utter
Printed Name of Witness (1)

Saleem Mahmood
Signature of Witness (2)

Saleem Mahmood
Printed Name of Witness (2)

BY: Mark Daniel Skrivan
MARK SKRIVAN, OWNER

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16th day of April, 2026, by Mark Skrivan, Owner as Owner who is ☐ personally known to me or ☑ who produced D.L. as identification.

Witness my hand and official seal this 16th day of April, 2026.

Official use only

Linda Morse
NOTARY PUBLIC Signature
Printed Name: Linda Morse
Commission No.: HH 415855
Expiration Date: July 6, 2027

SEAL

NOTARY PUBLIC STATE OF FLORIDA
LINDA MORSE
Commission # HH 415855
Expires July 6, 2027

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Exhibit "A"

SCOPE OF SERVICES

I. Contractor's Responsibilities

A. Provide all supervision, labor, materials, supplies and equipment necessary to properly maintain all sites as described in these specifications.

B. Ensure the use of industry safety standards such as those set forth in OSHA for equipment operation and maintenance.

C. Repair all damage to buildings, vehicles, headstones, trees, shrubs etc. caused by the Contractor's operations or employees.

D. Ensure that no activity shall be undertaken that will in any way disrupt, inconvenience, or endanger any member of the traveling public, either pedestrian or vehicle.

E. Comply with all State and Citrus County requirements regarding certification and licensure.

F. Comply with the Scope of Services and meet performance standards must be met consistently throughout the term of the Agreement.

II. Mowing

A. In the event mowing occurs after excessive rainfall which results in an excessive accumulation of grass clippings after mowing that cannot be easily absorbed in the turf, then the excess shall be raked up and removed from the site.

B. All grass clippings shall be mulched small enough to expose all leaflets in the grass or removed from the site. No clumps shall be left.

C. Grass clippings which cannot be mulched shall be removed from the property at the Contractor's expense by the end of each workday.

D. All mowing should be done at industry speed and in a manner that provides a smooth cut without scalping and avoids damage to any trees or tree trunks.

E. A completed service visit shall include all grass mowing, blowing, line trimming, edging, and clean up.

F. All mowing of ditch areas within the prescribed area of responsibility shall be completed at the same frequency as all other tasks.

G. Upon completion of a service visit, each area shall have a completely well-groomed appearance.

H. Performance Standards-Mowing Practices & Aesthetics
- **The 1/3rd Rule:** Never remove more than one-third of the grass blade's height at any single mowing. This minimizes plant stress and promotes healthy root development.
- **Mowing Height:** Mow at a height of 3.5 to 4 inches to shade the soil, retain moisture, and strengthen the grass.
- **Clean Cuts:** Use sharp, balanced blades that provide a clean cut, reducing stress on the grass and preventing tearing. Spare blades shall be available at all times and changed as the cuts start to appear rough.
- **Mowing Patterns:** Maintain consistent line patterns and account for abnormal angles around structures to ensure a uniform and professional appearance.

I. Equipment Maintenance & Performance
- **Deck & Tire Maintenance:** Keep the mower deck clean to prevent clogging and ensure proper inflation of tires for even cutting.
- **Belt Tension:** Check and maintain proper belt tension to prevent uneven cutting.

• **Appropriate Equipment:** Select the right mower for the job, considering the property's size and terrain, to optimize efficiency and cut quality.

III. Edging/Line Trimming

A. Grass and weeds growing around trees, walls, walks, curbs, parts of buildings, bollards, electrical structures, dumpsters, bleachers, fence lines, ditches, berms, culverts, outpours, or other fixed objects, which are inaccessible to large mowing equipment shall be trimmed using hand-held line trimming equipment during each service visit.

B. Vining plants shall also be removed from fence lines, building walls, and bollards. Trimming may be accomplished by hand, machine, or other expeditious methods. Stems of plants or trunks of trees shall be protected from bark injury from weed trimmers.

C. All curbs, walks, trails, and edges of hardscapes shall be edged to not allow for growth over such edges.

D. All plant beds are to be maintained with a sharp and distinct edge that shall separate the plant bed from the adjoining grass areas, curbs or walkways, and other surfaces.

IV. Weed Control

A. All landscape areas, planters, shrub beds, structures of any kind, and any item above ground shall be kept free of weeds or grass higher than specified unless specifically excluded.

B. Chemical weed controllers, liquid or granular, may be used with prior approval by the County and shall be used only as directed by the manufacturer.

C. Weeds shall be carefully (causing no damage to surrounding shrubs and trees) trimmed down to three (3) inches or below before spraying. The Contractor shall be responsible for damage to adjacent plants or turf due to chemical drift.

D. Where persistent weeds continue to grow in and around plant beds, the weeds are to be hand pulled to remove them.

E. All grass and weeds shall be removed from drainage systems to allow for better water flow.

F. When chemicals are used to kill the weeds, dead weeds must be removed by hand and the site cleaned up. Leaving dead weeds that have been killed by chemical treatment ruins the appearance of the area and is unacceptable.

V. Minor Pruning (Alternate Bid-contingent upon approval)

A. All plant material is to be pruned as determined by the County Project Manager or designated representative to maintain an orderly appearance or habit of growth. As opposed to shearing, natural pruning is recommended for plant species that do not respond, either aesthetically or health-wise to shearing (e.g., azaleas, thryallis, etc.). Never remove more than one-third of a plant's foliage at one time.

B. Proper pruning tools and techniques are expected when pruning is deemed necessary, including overgrowth, removing split and dead branches, or to improve the overall aesthetic while ensuring the best health of the tree. Minor pruning is for branches less than two (2) inches and tree canopy must be pruned up to eight (8) feet from ground level.

VI. Hedging (Alternate Bid-contingent upon approval)

A. Shall occur as needed or by Project Manager's request in locations that have bushes or like shrubbery in order to prevent overgrowth and maintain an orderly and uniform appearance.

B. Shrubs, annuals, and ornamentals, where applicable, shall be maintained in a healthy, vigorously growing condition.

C. All hedges and shrubs shall be trimmed and maintained at the dimensions prescribed by the County Project Manager on a continuous basis. Shrubs shall be trimmed in a level and orderly manner, and all trimming shall be removed or mulched to under one (1)-inch pieces and incorporated into the bed.

VII. Clean up

A. Prior to mowing, the Contractor shall be responsible for picking up litter from all areas: lawns, planter boxes, shrub beds, etc. Debris such as paper, plastic, excessive amounts of cigarette butts and packages, cans, etc., shall be removed from areas before mowing and may be placed in the facility's solid waste containers.

B. All tree and shrub trimmings, fallen palm fronds, and shields must be removed from the grounds before mowing and removed from the site on every service visit.

C. All grass clippings, weeds, leaves, and tree debris shall be removed from curbing and removed from all drainage and curbing systems to facilitate water flow.

D. At the end of each mowing service visit, all roads, walks, drives and open space areas shall be cleaned by blowing off the surface.

VIII. Mowing Frequency

A. A schedule of mowing weeks, Monday – Sunday, will be provided at the commencement of Services by the County Project Manager.

B. The County Project Manager shall establish the dates of mowing and related services. The services shall be pursued within the specific area until a service visit is complete.

C. All grass areas shall be mowed at intervals as determined by the County Project Manager, or designated representative, to meet seasonal requirements. Mowing frequency shall be determined by the County and may be reduced to zero mows during the winter months.

D. The number of mowing service visits per year is approximately twenty-five (25), however, service visits shall be dependent upon the weather and timing of the active growing season.

IX. Communication and Report Submission

A. Contractor must provide a designated point of contact for communication with the County Project Manager for the Grounds Management Department.

B. Contractor must communicate any issues or recommendations during the service period.

C. Contractor will provide service visit reports via email to the County Project Manager detailing work completed and the overall assessment of the location serviced. These reports must be timely, and include all sites completed that day.

D. A service summary e-mail shall be sent to the County Project Manager weekly (7 days) identifying the locations which were completed from the previous week as well as the schedule of locations to be serviced for the upcoming week.

E. More frequent reporting (such as daily) may be required at the discretion of the County Project Manager or if compliance becomes an issue. Payments will not be processed for work completed which does not have proper reporting and documentation.

F. An inspection of Contractor's work will be conducted after the submission of each completion report.

X. Payments

A. Contractor shall submit an invoice monthly via email to the County Project Manager. The invoice shall be itemized detailing each location, the date of service, the service performed, and the charge associated with each location.

B. In accordance with Section 218.74, Florida Statutes, payments invoiced for services rendered will be made within 45 days after the date that the invoice is received and verified by staff.

C. Invoices should be received on or before the 10th day of the month for the previous month's services.

D. No payments will be made in advance. Contractor can only invoice for completed work.

E. Locations will be inspected prior to approval of payment.

F. Submitting an invoice for incomplete work or for work not performed is grounds for termination of the Agreement.

XI. Consequences for Nonperformance

It is the objective of Citrus County to obtain full performance in accordance with the Scope of Services and meet performance standards set forth in this Agreement. Deductions for nonperformance shall be made in accordance with the following:

1. If County deems the work provided unsatisfactory, the Contractor will be notified in writing (email and/or certified mail) of the needed improvement(s). Failure to make corrections needed to improve the satisfactory level of service by the close of the third business day from notification will result in the following actions:

    a. A liquidated damage of double the bid price of the location needing correction(s)

    b. If not corrected within ten (10) business days, County staff will perform the work and impose a liquidated damage fee of $250 plus any costs incurred by County. County will deduct the liquidated damage fee from any monies due to Contractor.

2. In the event there is a second occurrence of unsatisfactory work not being corrected in the designated time period within six months of a previous unsatisfactory performance, the liquidated damages fee noted above will double to $500 plus any costs incurred by County.

3. In the event of a third occurrence of unsatisfactory work not being corrected in the designated time period within a six-month period, the Contractor will be considered in default and procedures to terminate the Agreement may be initiated by County.

XII. Locations

A. Stage Pond Cemetery 2 acres (APPROXIMATELY)
1280 East Stage Coach Trail
(480 between 581 & 491)
Inverness, Florida 34452

B. Stage Stand Cemetery 6.5 acres (APPROXIMATELY)
4511 South Suncoast Blvd.
Homosassa, Florida 34440

C. Hernando Cemetery 1 acre (APPROXIMATELY)
3432 E. Oleander Lane
Hernando, Florida 34442

D. Pine Hill Cemetery 2.5 acres (APPROXIMATELY)
500 South Line Ave
Inverness, Florida 34450

E. Clerk of Court Annex 1.5 acres (APPROXIMATELY)
120 North Montgomery Ave.
Inverness, Florida 34450

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Exhibit 'B"

COMPENSATION

Table 1- Base Bid for Service Visits		
Location	**Unit of Measure**	**Price Per Service Visit**
Stage Pond Cemetery 1280 East Stage Coach Trail (480 Between 581 & 491) Inverness, FL 34452	Each	**$120.00**
Stage Stand Cemetery 4571 South Suncoast Blvd. Homosassa, FL 34446	Each	**$400.00**
Hernando Cemetery 3432 E. Oleander Lane Hernando, FL 34442	Each	**$40.00**
Pine Hills Cemetery 500 South Line Ave Inverness, FL 34450	Each	**$150.00**
Clerk of Court Annex 120 North Montgomery Ave. Inverness, FL 34450	Each	**$100.00**

Table 2 Alternate Bid- Minor Pruning		
Location	**Unit of Measure**	**Price per Service Visit**
Stage Pond Cemetery	Each	**$100.00**
Stage Stand Cemetery	Each	**$100.00**
Hernando Cemetery	Each	**$100.00**
Pine Hill Cemetery	Each	**$100.00**
Clerk of Court Annex	Each	**$100.00**

Table 3 Alternate Bid- Hedging		
Location	**Unit of Measure**	**Price per Service Visit**
Stage Pond Cemetery	Each	**$200.00**
Stage Stand Cemetery	Each	**$200.00**
Hernando Cemetery	Each	**$200.00**
Pine Hill Cemetery	Each	**$200.00**
Clerk of Court Annex	Each	**$200.00**

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	RFP 24-078 Amendment No. 3; Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs; G. A. Food Services of Pinellas County, LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On May 28, 2024, the Board awarded RFP 24-078 to G.A. Food Services of Pinellas County, LLC to provide hot, frozen and/or shelf stable meals daily for Congregate & Home Delivery. The duration of the Agreement was from January 1, 2025, through December 31, 2025, for the Older Americans Act (OAA) Title III Programs and from July 1, 2024, through June 30, 2025, for the Community Care for the Elderly (CCE) Programs, with an option to renew for three (3) additional one-year periods.

On May 13, 2025, the Board amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2026, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2026.

On March 31, 2026, the Board amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2027, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2027, and to amend the fee schedule effective July 1, 2026.

The staff request to amend the Agreement to add Section 25.0 Inspector General per the request of the Granting Agency. There is no additional cost associated with this Amendment.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No additional budget impact with this Amendment.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and G.A. Food Services of Pinellas County, LLC to add Section 25.0 Inspector General to the Agreement as requested by the Granting Agency. No additional cost is associated with this Amendment. **(Eric Head, Community Services Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS- Amendment No. 3
2. RFP 24-078 Executed Agreement
3. RFP 24-078 Executed Amendment No. 1
4. RFP 24-078 Executed Amendment No. 2

From: Kolleyne K. DeMaio
To: Leigha M. Utter; Saleem Mahmood
Cc: Lynsie M. Roddenberry; Chris T. Gatto
Subject: RE: GA Foods Contract
Date: Thursday, April 30, 2026 3:07:16 PM
Attachments: image001.png

Good afternoon,

After speaking with the granting agency, they want the inspector general clause adding to our current agreement. If you could please do the amendment to add this clause, then we can send this in an updated revision. If you have any more questions, please let me know.

Thank you,

Kolleyne DeMaio
Grant Administrator
Support Services
Citrus County BOCC
2804 W Marc Knighton Ct, Key #6
Lecanto, FL 34461
352-527-5906

From: Leigha M. Utter <leigha.utter@citrusbocc.gov>
Sent: Tuesday, April 28, 2026 9:33 AM
To: Kolleyne K. DeMaio <kolleyne.demaio@citrusbocc.gov>; Saleem Mahmood <saleem.mahmood@citrusbocc.gov>
Cc: Lynsie M. Roddenberry <lynsie.roddenberry@citrusbocc.gov>; Chris T. Gatto <chris.gatto@citrusbocc.gov>
Subject: Re: GA Foods Contract

Good morning Kolleyne,
While they are correct there is not a set Inspector General provision in the Agreement, Sections 21.0 Federal & State Requirements does show that Contractor(Citrus County) and any sub-contractors(GA Foods) shall comply with all requirements for the provision of services in accordance with: CCE, OAA, AAA, and DoEA for Work issued by County (See below).

The CCE, OAA, AAA, and DoEA grant agreements all have this provision in section 11.7 of each agreement. Please see if this is sufficient for the granting agency. If not, we can do an amendment to our agreement to add an Inspector General provision.

Leigha Utter

Leigha Utter, Purchasing & Contract Specialist

Citrus County Department of Management & Budget

3600 W Sovereign Path

Lecanto, Florida 34461

352-527-5211

Please be aware as of April 8, 2026 Citrus County website and email will be transitioned to the new domain: citruscounty.gov.

From: Kolleyne K. DeMaio <kolleyne.demaio@citrusbocc.gov>
Sent: Tuesday, April 28, 2026 8:54 AM
To: Leigha M. Utter <leigha.utter@citrusbocc.gov>; Saleem Mahmood <saleem.mahmood@citrusbocc.gov>
Cc: Lynsie M. Roddenberry <lynsie.roddenberry@citrusbocc.gov>; Chris T. Gatto <chris.gatto@citrusbocc.gov>
Subject: GA Foods Contract

Good morning,

We have been asked by the granting agency about an Inspector General clause for GA Foods contract. There is not one included in the current contract. Can you please let me know.

Thank you,

Kolleyne DeMaio

Grant Administrator

Support Services

Citrus County BOCC

2804 W Marc Knighton Ct, Key #6

Lecanto, FL 34461

352-527-5906

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public

disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by electronic mail) and then destroy all copies of the original message.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2026

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
The Baldwin Group Southeast LLC
1115 Bartow Rd
Lakeland FL 33801

License#: L002281

CONTACT NAME: Dorothy Leavitt
PHONE (A/C, No, Ext): 863-272-6702 **FAX (A/C, No):** 863-682-6292
E-MAIL ADDRESS: dorothy.leavitt@baldwin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Manufacturers Alliance Insuran	36897
INSURER B : Endurance American Specialty I	41718
INSURER C : Summit Specialty Insurance Com	16889
INSURER D : Travelers Casualty & Surety Co	31194
INSURER E : Republic-Vanguard Insurance Co	40479
INSURER F :	

INSURED
GAFOODS-02
G.A. Food Services Of Pinellas County, LLC
12200 32nd Ct N
Saint Petersburg FL 33716-1803

COVERAGES **CERTIFICATE NUMBER:** 876779732 **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	0298901 302600	3/15/2026	3/15/2027	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 HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	0298901 152675	3/15/2026	3/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ELD30111825600	3/15/2026	3/15/2027	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0298901 202600	3/15/2026	3/15/2027	X PER STATUTE X 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 D E	Excess Liability Employee Dishonesty Cyber Liability			SXSL001000096100 108463021 RCL108060700	3/15/2026 3/27/2026 3/24/2026	3/15/2027 3/15/2027 3/15/2027	Per Claim/Aggregate Per Claim/Aggregate Per Claim/Aggregate	$2,000,000 $3,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Linden Ventures, LLC; Jaguar Intermediate, LLC; Jaguar Borrower, LLC; Clossman Catering, LLC. Workers Compensation applies to the following states: AL, AR, AZ, CA, CT, FL, GA, IA, IL, IN, KY, LA, MA, MI, MO, MS, NC, ND, NJ, NV, NM, NY, OH, PA, SC, TN,TX, VA, WA, WY.
Re: All Vendors. Contract ID: RFP 24-078. Citrus County, Florida is included as an Additional Insured with respects to General Liability and Auto Liability if required by written contract and subject to terms, conditions, and exclusions of the policy per endorsements PGL 2015 (11-12) and PCA 0507 (04-14).
A Waiver of Subrogation in favor of Citrus County, Florida applies to General Liability, Auto Liability and Employers Liability if required by written contract, and subject to terms, conditions, and exclusions of the policy per endorsements CG 2404 (12-19), PCA 0531 (08-09) and WC 00 0313 (04-84).

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Manufacturers Alliance Insurance Company

AMB #: 002626 NAIC #: 36897 FEIN #: 232086596

Mailing Address
P. O. Box 3031
Blue Bell, Pennsylvania 19422-0754
United States

View Additional Address Information

Web: www.pmacompanies.com
Phone: 610-397-5000
Fax: 610-397-5393

AM Best Rating Unit: AMB #: 002976 - Old Republic Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

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 29, 2026
Initial Rating Date:	June 30, 1980

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 29, 2026
Initial Rating Date:	April 17, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Endurance American Specialty Insurance Company

AMB #: 013033 NAIC #: 41718 FEIN #: 751844564

Mailing Address
4 Manhattanville Road
Purchase, New York 10577
United States

View Additional Address Information

Web: www.sompo-intl.com
Phone: 914-468-8000

AM Best Rating Unit: AMB #: 090743 - Sompo Japan Insurance 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, 052641 - Sompo Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 26, 2026
Initial Rating Date:	November 02, 2005

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	March 26, 2026
Initial Rating Date:	November 02, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Summit Specialty Insurance Company

AMB #: 020950 NAIC #: 16889 FEIN #: 853228374

Mailing Address
6031 Connection Drive, Suite 250
Irving, Texas 75039
United States

View Additional Address Information

Web: www.realigninsurance.com
Phone: 469-357-9300

AM Best Rating Unit: AMB #: 018536 - ReAlign 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, 044759 - McCarthy Group, LLC is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Negative
Action:	Affirmed
Effective Date:	November 07, 2025
Initial Rating Date:	January 14, 2021

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Negative
Action:	Affirmed
Effective Date:	November 07, 2025
Initial Rating Date:	January 14, 2021

Financial Size Category View Definition

Financial Size Category:	VIII (USD 100 Million to Less than 250 Million)

Travelers Casualty and Surety Company of America

AMB #: 003609 NAIC #: 31194 FEIN #: 060907370

Mailing Address
One Tower Square
Hartford, Connecticut 06183
United States

View Additional Address Information

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 08, 2025
Initial Rating Date:	June 30, 1975

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 08, 2025
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Republic-Vanguard Insurance Company

AMB #: 004070 NAIC #: 40479 FEIN #: 751777153

Mailing Address
800 Superior Ave. E, 21St Floor
Cleveland, Ohio 44114
United States

View Additional Address Information

Web: www.amtrustfinancial.com
Phone: 800-777-2249
Fax: 972-788-6099

AM Best Rating Unit: AMB #: 018533 - AmTrust Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	June 30, 1969

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	March 01, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Amendment No. 3 to Agreement
RFP 24-078
Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs

THIS AMENDMENT is made and entered into by and between G.A. Food Services of Pinellas County, LLC, a foreign limited liability company registered to do business in the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On May 28, 2024, County and Contractor entered into an Agreement to provide hot, frozen and/or shelf stable meals daily for Congregate & Home Delivery. The duration was from January 1, 2025, through December 31, 2025, for the Older Americans Act (OAA) Title III Programs and from July 1, 2024, through June 30, 2025, for the Community Care for the Elderly (CCE) Programs, with an option to renew for three (3) additional one-year periods; and

WHEREAS, On May 13, 2025, County and Contractor amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2026, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2026; and

WHEREAS, On March 31, 2026, County and Contractor amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2027, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2027, and to amended the fee schedule to those rates set forth in Revised "Exhibit C" attached hereto, effective July 1, 2026; and

WHEREAS, County and Contractor desire to amend the Agreement to add Section 25.0 as follows:

> **25.0 Inspector General:** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.55, Florida Statutes.

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby amend the Agreement to add Section 25.0 to the Agreement as follows:

   > **25.0 Inspector General:** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.55, Florida Statutes.

3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and its Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

4. Each person signing this Amendment to 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

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement is accepted by the parties as of the date noted below.

G.A. FOOD SERVICES OF
PINELLAS COUNTY, LLC

Signature of Witness (1)

Amanda Hess
Printed Name of Witness (1)

Signature of Witness (2)

Jaaved Khan
Printed Name of Witness (2)

BY: _____
DEBRA SILVERS, ESQ., CHIEF COMPLIANCE OFFICER & GENERAL COUNSEL

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this fifth day of May, 2026, by Debra Silvers as Chief Compliance Officer & GC who is ☒ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 5TH day of MAY, 2026.

Official use only

NOTARY PUBLIC Signature
Printed Name: ANNETTE HENRY
Commission No.: HH672856
Expiration Date: 7/26/2029

SEAL

ANNETTE HENRY
Notary Public
State of Florida
Comm# HH672856
Expires 7/26/2029

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

May 31, 2024

Diana Bryson, Strategic Account Manager
G.A. Food Services of Pinellas County, LLC
12200 32nd Count North
St. Petersburg, Florida 33716

REF: RFP 24-078 Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs

The Board of County Commissioners approved the Agreement and the Business Associate Agreement and authorized the Chairman to execute the Agreement and the Business Associate Agreement on May 28, 2024.

The Agreement and Business Associate Agreement is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: Lynsie Roddenberry, Director, Support Services
Eric Head, Director, Department of Community Services

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 28th day of May, 2024.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

G.A. Food Services of Pinellas County, LLC, (Contractor).

1.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Lynsie Roddenberry, Director Division of Support Services 2804 W. Marc Knighton Court Lecanto, Florida 34461 Phone: 352-527-5954 Fax: 352-527-5908 Email: lynsie.roddenberry@citrusbocc.com	Diana Bryson, Strategic Account Manager G.A. Food Services of Pinellas County, LLC 12200 32nd Court North St. Petersburg, Florida 33716 Phone: 800-852-2211, ext. 355 Fax: 727-571-1652 Email: dbryson@gafoods.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 Work 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 Purchase Order issued to Contractor, (4) provisions of the Request for Proposal (5) provisions of the Contractor's proposal, 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 Work
2. Exhibit B – DoEA Services Handbook
3. Exhibit C – Price Proposal
4. Exhibit D- Appendix II to Part 200, Title 2, Excluding Davis Bacon Act Requirements

7.0 Term of Agreement: The duration of the Agreement for the Older Americans Act (OAA) Title III Programs, from January 1, 2025 through December 31, 2025 and for the CCE Programs shall be from July 1, 2024 through June 30, 2025 with an option to renew for three (3) additional one-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 Contractor receives a Purchase Order and/or a Notice to Proceed.

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 into Contractor's documents forwarded by Contractor for payment. County's acceptance of the Work or the processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Work Provided by Contractor: The Work to be provided by Contractor is summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Work to be provided by Contractor that is not covered under the original Agreement, such additional Work 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 Work shall be as set forth in Exhibit "C", attached to this Agreement. If County identifies any additional Work to be performed by Contractor, 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 Contractor and made part of this Agreement by a written Amendment.

Contractor may request an increase in fees after the first initial year and for any of the renewal term(s). 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 period in order for a request to be considered by County. Such an increase may be no greater than the annual consumer price index for Food, Etc. (CPI) published by the U.S. Department of Labor, Bureau of Statistics, or five percent (5%), whichever is less.

In the event the Contractor is faced with a financial burden due to uncontrollable economic tendencies, consideration above the 5% threshold, may be considered by the granting Agency, provided sufficient documentation is supported.

10.1 Compensation in Excess of $195,000: If the compensation to be paid to Contractor, whether by time and material, lump-sum, or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Contractor hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Work 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."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Work 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 Work 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. County reserves the right to request 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 Work 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 Work 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 Work 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 twenty (20) 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 twenty (20) 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: County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Work 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 Work to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Work 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 Work covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work 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 or 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 Subcontractors, 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 condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Agreement obligations.

12.2 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 Work 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 Work 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 Work. All such re-performed Work shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subcontractor's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

13.0 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 CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527- 5235; EMAIL: RMLO@CITRUSBOCC.COM.

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 Contractor, its agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

14.2 Commercial General Liability:

14.2.1 Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Automobile Liability:

14.3.1 Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, 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.

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 County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Contractors, Subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Cyber Liability:

14.5.1 Cyber insurance. If any operations to be undertaken by Contractor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6 Other Insurance Provisions:

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's proposal number should be noted on the certificate. **RFP 24-078**

14.6.3 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.

14.6.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.6.5 Citrus County, Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 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.

14.6.7 For all policies of insurance except Professional Liability: 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.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is the Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

14.6.10 With the exception of 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.

14.6.11 All Certificates must show that Contractor's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly onto 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 County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section

shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by 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.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work 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 Work, an equitable adjustment shall be authorized by way of a Change Order. The county also may at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work 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 Work satisfactorily completed or partially completed up to the date of termination. The contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 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.

18.2 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.

18.3 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 or subcontractors who are involved in the provision of the Work under this Agreement.

18.4 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.

18.5 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 Work 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 agency, 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 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 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.

18.7 Correction of Work: Contractor shall promptly remove from the premises all Work 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 Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other Contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Contractor.

18.8 County, State or Federal Funds: If sufficient funding is not available for Contractor to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Work, 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.

18.9 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.

18.10 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Work 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.

18.12 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.

18.13 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 the 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.

18.14 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).

18.15 Employees, Subcontractors, and Agents: All Contractor employees, subcontractors, or agents performing any of the Work under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subcontractors, subcontractors, or 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, subcontractor, subcontractor, or agent of Contractor. County may refuse access to County Facilities or require replacement of any employee, subcontractor, subcontractor, or agent of Contractor for cause, including, but not limited to, technical or training qualifications, quality of Work, 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 Work in compliance with the Agreement. County may reject and bar from any County facility for cause any of Contractor's employees, subcontractors, subcontractors, or agents. County shall have the right to review and approve any subcontractors or subcontractors that are utilized by Contractor in the performance of their Work. The Contractor shall be fully responsible to County for the acts and omissions of its subcontractors and subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that its subcontractors and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to the County's Contact Person. Unless directed otherwise by the County, the Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

18.17 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 subcontractor hired by Contractor. All Equal

Employment Opportunity requirements shall be included in all non-exempt subcontractors entered into by the Contractor. Sub-contracts entered by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. 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. The Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

18.18 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

18.19 Force Majeure Event: Contractor 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.

18.20 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.

18.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Work, 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.

18.22 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.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Work 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 Work with the

Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. The contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capaCounty of Contractor for the performance of the provision of the Work covered under the Agreement. If County determines that Contractor does not meet these qualifying conditions, or that the Work proposed to be furnished does 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, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. The 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 Work.

18.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Work 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 Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, however final or otherwise, shall not release Contractor or its sureties from any obligations under the Agreement.

18.25 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, Work, employment, or contracts of any kind.

18.26 Materials, Work, 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 Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

18.27 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 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.

18.28 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

18.29 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 Work are to be executed and completed.

18.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors and subcontractors, during the provision of their Work. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Work in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Contractor shall report promptly to County any accident or unusual occurrence during the performance of the Work, including personal injury or death to any Contractor employee, subcontractor or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.31 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 Contractor 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.

18.32 Relationship: Contractor is an independent Contractor to County in performing its Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.33 Risk of Loss: Until the Work has been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Work shall remain with Contractor.

18.34 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 Work 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 the Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of six (6) years from the date of final payment under the Agreement.

18.35 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.

18.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.37 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 Work 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 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.

18.38 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.

18.39 Workforce Labor: County believes that the hiring of employees by Contractors to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. The contractor will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

18.40 Security:

18.40.1 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.

18.40.2 Cybersecurity. The Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

18.40.3 Security of Information. Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

18.40.4 Security Incident Notification and Action. If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

19.0 Subcontracts: Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable county, state and federal laws and regulations.

20.0 Grant Agreement: If applicable, Contractor and subcontractor(s) must comply with the terms and conditions of the grant Agreement(s) and all federal, state, and local laws and regulations applicable to the project.

21.0 Federal & State Requirements: If applicable, Contractor and any of Contractor's Subcontractors shall comply with all requirements for the provision of services in accordance with: Community Care for the Elderly (CCE), Older Americans Act (OAA), Area Agency on Aging (AAA) and Florida Department of Elder Affairs (DoEA) for Work issued by County.

22.0 Appendix II to Part 200 Contract Provision for Non-Federal Entity Contracts Under Federal Awards: Contractor and any of Contractor's Subcontractors shall comply with the Appendix II to Part 200 contract provision (Excluding Davis Bacon Act Requirements) attached hereto and made a part of hereof as Exhibit "D".

23.0 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements: Contractor and any of Contractor's Subcontractors shall comply with the requirements set forth in the "2 CFR, Part 200," and the Florida Single Audit Act, Florida Statute, Section 215.97

24.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

G.A. FOOD SERVICES OF
PINELLAS COUNTY, LLC

Signature of Witness (1)

Chip Kazmier
Printed Name of Witness (1)

Signature of Witness (2)

Rita Jenkins
Printed Name of Witness (2)

BY: _____
DEBRA SILVERS, ESQ., CHIEF COMPLIANCE OFFICER & GENERAL COUNSEL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29TH day of APRIL, 2024, by DEBRA SILVERS, ESQ. as CHIEF COMPLIANCE OFFICER & GENERAL COUNSEL who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 29TH day of APRIL, 2024.

NOTARY PUBLIC Signature
Printed Name: ANNETE HENRY
Commission No.: HH 157765
Expiration Date: 07/26/2025

Notary Public State of Florida
Annette Henry
My Commission
HH 157765
Exp.07/26/2025

SEAL

Official use only

APPROVED

MAY 28 2024

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS
SEAL
CITRUS COUNTY, FL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 5/28/2024

Exhibit A

Scope of Work

1) Supply an average of 238 hot, frozen and/or shelf stable meals a day for approximately 257 days, an estimated 70% will be home-delivered meals. (Daily averages may vary due to seasonal fluctuations in attendance.) * See Item No. 3 for meal specifications.

   a) Hot meals will be prepared fresh daily.

   b) Cold meals will be prepared to industry standards.

   Frozen meals are to be packaged in quantities of two, five or seven individual meals in a box with temperature maintained frozen solid. Frozen meals will be delivered to designated drops on Monday or on Friday prior to a Monday holiday. Frozen Meals will have the "Milk Plus" option.

   Shelf stable meals and/or breakfast meals, packaged individually, packs of two or packs of five, are required as designated by the COUNTY. Delivery of all meals will be made to the following Nutrition Sites:

   Nutrition Sites:

   East Citrus
   Central Citrus
   Hernando
   West Citrus

   Delivery Time:

   Meals will be delivered between 8:00 a.m. & 11:00 a.m., according to the schedule approved by the Meals Program Supervisor.

   All meals will be received and verified by a County employee/designee.

   a) Other Nutrition Sites may be added and any of the Nutrition Sites may be relocated or eliminated from this Agreement, according to the availability of funding.

   b) All Nutrition Sites are located in donated space with limited storage capacity, which necessitates daily delivery of fresh hot and cold food.

   c) Meals will be delivered Monday through Friday of each week. Meals will not be delivered on Saturdays, Sundays, or days upon which the following holidays fall, unless moneys are available, and a mutual Agreement is established.

      i. New Year's Day
      ii. Martin Luther King Jr. Day
      iii. Good Friday
      iv. Memorial Day
      v. Independence Day
      vi. Labor Day
      vii. Veterans Day
      viii. Thanksgiving Day
      ix. Day after Thanksgiving
      x. Christmas Day
      xi. Day before Christmas
      xii. Other holidays as approved by the Board of County Commissioners.

   * Subject to per meal cost of bid.

   d) Should emergency meals be required due to an unforeseen emergency, such as a hurricane or a mass power outage, shelf stable meals, which can be purchased as lunch meals or breakfast meals, will be made available to purchaser within 24 hours of request. These shelf stable meals will be available in single- pack, 2-pack, or 5-pack meal quantities; the purchaser will determine the package size and

number of meals. These meals will be available for order from the purchaser until the emergency is resolved and/or power is restored.

2) To maintain, until last point of control, food that meets the following specifications:

   a) Temperature of hot food shall be above 140 degrees Fahrenheit,

   b) Temperature of cold food shall be below 40 degrees Fahrenheit,

   c) Neutral food shall be at room temperature,

   d) Frozen meals shall be maintained frozen solid.

3) Each hot meal provided will be in accordance with the prior approved menu choices and must be prepared fresh daily and shelf stable meals delivered in an all-meal complete package.

   Frozen meals must be delivered in a single box containing five (5) different frozen meals and components and need to be microwavable and oven ready.

   Each meal listed above must contain a minimum of one-third of the daily Recommended Dietary Allowances for adults as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.

   Content of menus, nutritional requirements and procedures for food handling will meet approval of the Department of Elder Affairs (DOEA). Further, all meals must be manufactured in a USDA inspection facility. Plant number and seal must be provided upon request.

   Criteria of acceptability will be, in addition to any other standards specified, the applicable regulations of the United States Department of Health, Education and Welfare, and any additional requirements of the State of Florida.

   Payment may be withheld for meals not meeting the prescribed requirements.

   Contractor shall provide a nutritional analysis of all meals to assure they meet 33 1/3 percent of the Dietary Reference Intake (DRI) for 51+ year-old adults.

   If, and when, available, government-donated commodity food bonus items will be utilized to the maximum extent possible. All such items made available to the CONTRACTOR shall inure only to the benefit of the COUNTY'S feeding program and shall be utilized therein at no cost to COUNTY.

   The meal pattern will be done through nutritional analysis:

   ~ Three (3) ounces of meat, fish, *poultry, cheese, eggs, or alternate (edible portion).

   ~ One serving of bread, roll, biscuit, cornbread or alternate. Additionally, at least twelve (12) times in a six (6) week menu cycle the bread serving should be large, assorted dinner rolls, multi-grained bread, or cinnamon swirl raisin bread.

   ~ One 1/2-cup serving of dessert. Additionally, for C-1 meals only, assorted pies and ice cream cups. (Pies to be cut at Nutrition Sites).

   ~ One teaspoon of butter or fortified margarine.

   ~ Eight (8) ounces of 2% low fat milk (in half pint containers) or powdered milk for frozen and shelf stable meals.

   ~ Two (2) drained 1/2-cup servings of vegetable and/or fruit.

   * COUNTY requests poultry served at least once a week.

4) CONTRACTOR will submit to COUNTY every four months, four-week cycle menus with nutrient

calculations at least six (6) weeks prior to expected date of implementation. To review eating preferences and to submit for COUNTY approval, at least six (6) weeks in advance of adoption, any revision to adjust for seasonal availability of food and for emerging patterns regarding clientele preference.

a) CONTRACTOR will provide typed copies of all menus in numbers necessary for posting.

b) CONTRACTOR will submit in writing for COUNTY'S approval, three days in advance, substitutes to be made in the approved menu or recipes when in variance with nutrient content. All menus shall be served as planned. Substitutions must receive prior approval from the Project Nutritionist.

5) CONTRACTOR will supply automotive vehicles and adequate insulated containers for hot, cold, and frozen food as necessary for the transportation of meals and other foods to the designated Nutrition Sites.

Equipment utilized for transportation and delivery of food shall be approved by the Department of Public Health.

Food will be packaged using equipment with a thermostatically controlled heating or cooling element capable of maintaining hot food at 140 degrees Fahrenheit or greater, cold food at 40 degrees Fahrenheit or less and frozen meals maintained frozen solid.

Food shall be delivered in enclosed vehicles equipped with adequate electrical generating facilities, automatic in operation, and thermostatically controlled for maintaining food at required safe temperatures.

In addition to the above requirements for transporting food, the CONTRACTOR shall supply thermostatically controlled equipment for maintaining safe temperatures of hot food at the Nutrition Site until the food is served to Clients at the Nutrition Site and adequate insulated containers for home delivered meals.

The containers must be picked up and sanitized daily by the CONTRACTOR.

All serving utensils necessary to serve the food will be supplied daily to the Nutrition Site. Serving utensils will be stainless steel. Cleaning and sanitizing of the serving utensils will be the responsibility of the CONTRACTOR.

All equipment will be picked up daily and returned to the CONTRACTOR for cleaning and sanitizing.

A coffee maker and tea urn will be provided at each Nutrition Site if not already available. The number of meals served at the Nutrition Site will determine the size of these items.

The Nutrition Site will be responsible for cleaning the coffee maker and tea urn. At the option of the COUNTY, CONTRACTOR will have coffee and tea available at the Nutrition Site for the Clients daily.

CONTRACTOR will be responsible for supplying sufficient quantities of ice for tea at all Nutrition Sites.

6) CONTRACTOR will furnish the following described disposable service-ware supplies in sufficient quantity for distribution of all meals:

a) Gloves - disposable, polyethylene, and medium size.

b) Straws - 5-inch individually wrapped.

c) Napkins - white, 13-inch x 17-inch and assorted colored place mats, 10-inch x 14 inch.

d) Flatware - medium weight plastic wrapped forks, knives, and spoons.

e) Bowls and other materials made from non-absorbent expanded polystyrene, F.D.A. approved or an acceptable alternate.

f) Plates - 10" black foam poly-lined, sealed, three (3) compartments.

g) Carryout tray - aluminum three-compartment trays, cold pack cups with covers for Jello, pudding, and other such desserts to accompany carryout trays or an acceptable alternate.

h) Condiments - individual packets of iodized salt, pepper, sugar, sugar substitutes and coffee creamer will be provided. Other condiments individually packaged, such as catsup, mustard, mayonnaise, salad dressing, tartar sauce and lemon juice, will be provided as appropriate for the meal. Cups- Styrofoam or plastic cups, 8-ounce, suitable for coffee and/or water.

i) Hairnets are to be utilized by the people serving meals at the Nutrition Sites.

7) To supply necessary food handling and portioning training to COUNTY'S Nutrition Site personnel including:

a) Proper handling of food and equipment.

b) Portion control.

Each Nutrition Site will be monitored, at least quarterly, by a representative of the CONTRACTOR who will determine the quality of service and acceptability of food by Clients, and to become acquainted with the program. A report on these visits will be generated quarterly.

8) CONTRACTOR will adhere to food preparation and other requirements as follows:

a) CONTRACTOR will agree to provide menus for holidays including, but not limited to Thanksgiving, Easter, St. Patrick's Day, Christmas. These holiday meals will be served the last County working day preceding each holiday. Picnic lunches will be provided upon advanced notice (with a menu to be agreed upon by the CONTRACTOR and COUNTY).

b) CONTRACTOR will agree to provide additional personnel and equipment as needed to dispatch a van immediately in the event of a shortage of food or malfunction of heating or cooling units, which maintain food at proper temperature.

c) CONTRACTOR will provide a birthday sheet cake once a month at each Nutrition Site as a dessert (not to take the place of regular fruit).

d) CONTRACTOR should use mild seasonings of food with very little salt. Meat must be cooked until tender. All foods should be prepared so that people with few teeth or poorly fitting dentures may eat the food.

e) CONTRACTOR will retain a registered dietitian for monitoring food daily and to attend nutrition meetings with the COUNTY.

9) When delivered to Nutrition Sites, food should be packaged so that there is a minimum of spillage in the carrier. CONTRACTOR will take necessary measures including, but not limited to, wrapping pans with plastic film and/or aluminum foil to prevent spillage.

10) All raw food used in the preparation of meals will be of good quality. The following minimum standards will be met:

a) Canned fruits and vegetables - Grade A fancy or better.

b) Fresh fruits and vegetables - #1 quality.

c) Beef - U.S.D.A. Choice or better. Beef should be tender containing a minimum of fat; Ground beef should contain no more than 25% fat.

d) Ground Turkey - U.S.D.A. will be acceptable MIXED WITH BEEF in casserole dishes.

e) Poultry - U.S.D.A. Grade A or better.

f) Pork - U.S.D.A. #1 quality. If ground pork is used, fat content should be no more than 25%.

g) Eggs and dairy products - U.S.D.A. Grade A or better.

h) Salt - Iodized.

Test quantity recipes, adjusted to yield the number of servings required, must be used to achieve consistent and desirable quality and quantity.

CONTRACTOR'S records must indicate that approximately 76% of the food budget spent on OAA funded meals is used to purchase items of domestic origin.

11) COUNTY and the Department of Elder Affairs (DOEA) may inspect the foods used in the meals to determine compliance with all specifications and to reject food not meeting said specifications and that any food rejected for failure to meet specifications shall not be paid for by the COUNTY.

12) Federal and State Regulations: State-Licensing Standards:

a) CONTRACTOR will conform and comply with the requirements of Title IIIC of the comprehensive Older Americans Act Amendments of 1978, Title 45, Code of Federal Regulations, Chapter IX, Part 900 and all amendments thereof; the Manual dated December, 1972, and titled "Manual, Policies and Procedures for the National Nutrition Program for the Elderly, under Title VII of the Older Americans Act of 1965, as amended, and all amendments thereof"; and the most recent DOEA Programs and Services Handbook. Chapter 64E-11 Florida Administrative Code – Food Hygiene and FS 381.0072 – Food Service Protection.

b) CONTRACTOR shall acknowledge that they are familiar with and will adhere to the rules and regulations from the State of Florida Department of Elder Affairs (DOEA).

c) CONTRACTOR will comply with all applicable accrediting standards and any other standards or criteria established by the Department of Elder Affairs (DOEA) to assure quality of service.

d) CONTRACTOR will comply with all Federal, State and Local laws and regulations governing the preparing, handling, and transporting of food; to procure and keep in effect all necessary licenses, permits, and food handlers' cards as are required.

e) All central kitchens and caterers must maintain a written documented formal sanitation program, which meets or exceeds the minimum requirements of State, Federal, municipal, or other agencies authorized to inspect or accredit the food service operation.

f) CONTRACTOR must submit its three most recent sanitation inspection reports and may not have had any closures (temporary or permanent), Administrative Complaints related to food safety, or a combined total of 10, or more, high priority violations on their sanitation inspections. CONTRACTOR must agree to notify the Nutrition Provider immediately for any closure or administrative complaint related to food safety. CONTRACTOR must agree to notify the Nutrition Provider within 24 hours of any sanitation inspection and provide a copy of the report. CONTRACTOR must submit a Corrective Action Report to the Nutrition Provider addressing resolution of any items noted on sanitation inspections; the Program Dietitian is to review and approve the CONTRACTOR's Corrective Action Report

13) Audit and Records:

a) CONTRACTOR will maintain financial records and reports relating to funds paid under the contract and submit reports to the COUNTY as required.

b) All records of CONTRACTOR bearing upon food purchased, storage, food preparation and transportation directly related to the meals and other supplies delivered under this Agreement, including the records of receipts, storage, and food inventory control, will be made available to the COUNTY or its authorized representative upon request.

c) COUNTY and other authorized representative, State Examiner or public accountant, and the auditors of the Department of Health and Human Services and the U.S. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time

and place.

14) Monitoring:

a) To permit the COUNTY, its designee, Elder Options/Mid-Florida Area Agency on Aging, Department of Elder Affairs (DOEA) and federal, state and county personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal Government and to audit and review all records required to be maintained.

b) Monitoring will consist of, but will not be limited to, the inspection at any time of the CONTRACTOR'S food preparation, packaging, and storage areas. This will include the food containers and automotive vehicles used in transporting prepared meals and other food to the Nutrition Sites. Monitoring will determine the adequacy of the CONTRACTOR'S food handling, cleaning, sanitation, and maintenance practices.

The COUNTY Agrees:

1. To provide personnel qualified and capable of managing and supervising handling of meals at Nutrition Sites in keeping with agreed standards for portioning and sanitary handling of food.

2. To provide an adequate number of servers supervised by a person having the necessary County and State Health Agency approval to handle food and to serve meals at Nutrition Sites.

3. To provide reasonable on-site storage space for the supplies and equipment necessary to serve meals to Clients.

4. To notify CONTRACTOR of its daily meal requirements not less than twenty (20) hours prior to the date of which said meals are to be delivered. Notification will constitute a purchase order for the meals specified.

The COUNTY and CONTRACTOR Mutually Agree:

1. COUNTY will have the right and authority to approve the menus and recipes for meals and other food to be served, to ensure compliance with the U.S. Department of Health and Human Services meal- type, nutritive, and consumer acceptability requirements. Payment will be withheld for meals not meeting prescribed requirements.

2. County is neither responsible nor liable for loss of or breakage to food serving transportation containers left at Nutrition Sites. COUNTY is responsible only for rinsing of containers to be returned to the CONTRACTOR each day.

3. Upon delivery of meals to each, an authorized on-site representative of COUNTY will sign a receipt in duplicate evidencing receipt of such food, one (1) copy to be returned to the driver and one (1) copy to be retained by the representative for COUNTY.

4. CONTRACTOR will bill COUNTY monthly and COUNTY will pay such billings within forty-five (45) days of receipt of invoice.

In the event the CONTRACTOR fails to deliver any meal, meals or other food to the Nutrition Site as agreed upon, the COUNTY may procure a meal, meals, or other food elsewhere. CONTRACTOR will be charged the cost of such replacement plus any expenses incurred by the COUNTY in procuring such replacement meal, meals, or other food.

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Exhibit B

State of Florida Department of Elder Affairs Handbook

https://elderaffairs.org/publications-reports/programs-services-handbook/

Exhibit C

Price Proposal

1-Meals delivered to Nutrition Sites	Unit	Price
Congregate Meals (HOT)	Per Meal	$5.19
Congregate Meals (COLD)	Per Meal	$5.19
Home Delivered Meals (HOT)	Per Meal	$5.19
Home Delivered Meals (COLD)	Per Meal	$5.19
Shelf Stable Meals (Breakfast and Dinner)	Per Meal	$5.19
Frozen Meals	Per Meal	$5.19
Average Price for Blended Rates (avg. of meal prices listed above)	Per Meal	$5.19

2-Alternate Meals Delivered to Citrus County clients	Unit	Price
Home Delivered Meals (HOT)	Per Meal	$7.25
Home Delivered Meals (COLD)	Per Meal	$7.25
Home Delivered Shelf Stable Meals	Per Meal	$7.25
Home Delivered Frozen Meals	Per Meal	$7.25
Average Price for Alternate Blended Rates (avg. of meal prices listed above)	Per Meal	$7.25

EXHIBIT "D"

This content is from the eCFR and is authoritative but unofficial.

EXCLUDES DAVIS BACON REQUIREMENTS

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) ~~Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) 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 specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part~~

~~3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.~~

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity 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 of the Act, 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 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.

(F) Rights to Inventions Made Under a Contract or Agreement. 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 that "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) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

May 19, 2025

Diana Bryson, Strategic Account Manager
G.A. Food Services of Pinellas County, LLC
12200 32nd Court North
St. Petersburg, Florida 33716

REF: RFP 24-078 Amendment No. 1, Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs.

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on May 13, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Chris Gatto, Accounting Supervisor, Support Services Division
Lynsie Roddenberry, Director, Support Services Division
Eric Head, Director, Community Services Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY [signature] D.C.
THIS 15 DAY OF May 2025

Amendment No. 1 to Agreement
RFP 24-078
Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs

THIS AMENDMENT is made and entered into by and between G.A. Food Services of Pinellas County, LLC, a foreign limited liability company registered to do business in the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On May 28, 2024, County and Contractor entered into an Agreement to provide hot, frozen and/or shelf stable meals daily for Congregate & Home Delivery the duration was from January 1, 2025, through December 31, 2025 for the Older Americans Act (OAA) Title III Programs, and from July 1, 2024 through June 30, 2025, for the Community Care for the Elderly (CCE) Programs, with an option to renew for three (3) additional one-year periods; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2026, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2026; and

WHEREAS, County and Contractor agree that prior to the time of execution of Amendment No. 1 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2026, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2026.

3. County and Contractor agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 1 to the Agreement.

4. County and Contractor agree that all other terms, conditions, and pricing of the Agreement is hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

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IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

G.A. FOOD SERVICES OF PINELLAS COUNTY, LLC

Signature of Witness (1)

Amanda Hess
Printed Name of Witness (1)

Signature of Witness (2)

Jeaved Khan
Printed Name of Witness (2)

BY: _____
DEBRA SILVERS, ESQ., CHIEF COMPLIANCE OFFICER & GENERAL COUNSEL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31ST day of MARCH, 2025, by DEBRA SILVERS as CHIEF COMPLIANCE OFFICER & GEN. COUNSEL who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 31ST day of MARCH, 2025.

Official use only

APPROVED

MAY 13 2025

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: ANNETTE HENRY
Commission No.: HH 157765
Expiration Date: 07/26/2025

Notary Public State of Florida
Annette Henry
My Commission
HH 157765
Exp.07/26/2025

SEAL

ATTEST:
for TRACI BERRY, CLERK

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 5/13/2025

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

April 7, 2026

Diana Bryson, Strategic Account Manager
G.A. Food Services of Pinellas County, LLC
12200 32nd Court North
St. Petersburg, Florida 33716

REF: RFP 24-078 Amendment No. 2; Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs.

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on March 31, 2026.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Chris Gatto, Accounting Supervisor, Support Services Division
Lynsie Roddenberry, Director, Support Services Division
Leyda Rivera, Administrative Assistant III, Community Services Department
Eric Head, Director, Community Services Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY Georgette Moser D.C.
THIS 1 DAY OF April 2026

Amendment No. 2 to Agreement
RFP 24-078
Congregate & Home Delivered Meals for Older Americans Act (OAA) Title III, Private Pay, and Community Care for the Elderly (CCE) Programs

THIS AMENDMENT is made and entered into by and between G.A. Food Services of Pinellas County, LLC, a foreign limited liability company registered to do business in the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On May 28, 2024, County and Contractor entered into an Agreement to provide hot, frozen and/or shelf stable meals daily for Congregate & Home Delivery. The duration was from January 1, 2025, through December 31, 2025, for the Older Americans Act (OAA) Title III Programs and from July 1, 2024, through June 30, 2025, for the Community Care for the Elderly (CCE) Programs, with an option to renew for three (3) additional one-year periods; and

WHEREAS, On May 13, 2025, County and Contractor amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2026, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2026; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2027, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2027, and to amend the fee schedule to those rates set forth in Revised "Exhibit C" attached hereto, effective July 1, 2026; and

WHEREAS, County and Contractor agree to modify the language in Section 18.4 Compliance with Laws, in accordance with Executive Order 14173; and

WHEREAS, County and Contractor agree to modify the language in Section 18.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement for the Older Americans Act (OAA) Title III Programs to December 31, 2027, and extending the duration of the Agreement for the Community Care for the Elderly (CCE) Programs to June 30, 2027.

3. County and Contractor hereby amend the fee schedule to those rates set forth in Revised "Exhibit C" attached hereto and made a part thereof, effective July 1, 2026.

4. County and Contractor hereby replace Section 18.4 of the Agreement with the following language:

   18.4 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, 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

5. County and Contractor hereby replace Section 18.17 of the Agreement with the following language:

18.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

6. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and its Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

7. Each person signing this Amendment to 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

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

G.A. FOOD SERVICES OF
PINELLAS COUNTY, LLC

Signature of Witness (1)

Annette Henry
Printed Name of Witness (1)

Diane Brooks
Signature of Witness (2)

Diane Brooks
Printed Name of Witness (2)

BY: _____
DEBRA SILVERS, ESQ., CHIEF COMPLIANCE OFFICER & GENERAL COUNSEL

STATE OF Florid
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of February, 2026, by Debra Silvers as Chief Compliance Officer who is ☐ personally known to me or ☐ who produced n/a as identification.

Witness my hand and official seal this 24 day of February, 2026.

Official use only

NOTARY PUBLIC Signature
Printed Name: Jaaved Khan
Commission No.: HH 719578
Expiration Date: 9/14/2029

SEAL

Notary Public State of Florida
Jaaved Khaleel Khan
My Commission HH 719578
Expires 9/14/2029

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
Georgette Jozer DC
for TRACI PERRY, CLERK

SEAL

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: 3/31/2026

APPROVED
MAR 31 2026
Citrus County
Board of County Commissioners

INITIAL

Revised Exhibit C

Price Proposal 2026-27

1-Meals delivered to Nutrition Sites	Unit	Initial Price	Price with 3% Increase
Congregate Meals (HOT)	Per Meal	~~$5.19~~	$5.35
Congregate Meals (COLD)	Per Meal	~~$5.19~~	$5.35
Home Delivered Meals (HOT)	Per Meal	~~$5.19~~	$5.35
Home Delivered Meals (COLD)	Per Meal	~~$5.19~~	$5.35
Shelf Stable Meals (Breakfast and Dinner)	Per Meal	~~$5.19~~	$5.35
Frozen Meals	Per Meal	~~$5.19~~	$5.35
Average Price for Blended Rates (avg. of meal prices listed above)	Per Meal	~~$5.19~~	$5.35

2-Alternate Meals Delivered to Citrus County clients	Unit	Initial Price	Price with 3% Increase
Home Delivered Meals (HOT)	Per Meal	~~$7.25~~	$7.47
Home Delivered Meals (COLD)	Per Meal	~~$7.25~~	$7.47
Home Delivered Shelf Stable Meals	Per Meal	~~$7.25~~	$7.47
Home Delivered Frozen Meals	Per Meal	~~$7.25~~	$7.47
Average Price for Alternate Blended Rates (avg. of meal prices listed above)	Per Meal	~~$7.25~~	$7.47

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	QTE 26-081 Mowing Services for Citrus County Libraries; Simply Amazing Property Maintenance LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On January 24, 2026, staff advertised a Request for Quote, QTE 26-081 Mowing Services for Citrus County Libraries, for interested parties to submit a quote to provide services for mowing, edging, trimming, weeding, and clean-up of debris for the four (4) Citrus County Libraries locations. The County received eleven (11) Bids.

The Staff has reviewed the bids and recommends awarding Simply Amazing Property Maintenance LLC as the lowest qualified bidder meeting specifications to provide services of mowing, edging, trimming, weeding, and clean-up of debris for Citrus County Libraries at the annual cost of $12,000.00 for 25 cuts at each of the four (4) locations and the as-needed alternate pricing of Minor Pruning at $50 and Hedging at $50 per visit.

This project will be funded by the County.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2675-53400	Other Contractual Services	$315,705	$112,787	$197,875	$4,943

This will be paid out between FY 25/26 and FY 26/27.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County,

Florida and Simply Amazing Property Maintenance LLC to provide services of mowing, edging, trimming, weeding, and clean-up of debris for the four (4) Citrus County Libraries at the total annual cost of $12,000.00 which includes 25 cuts for each location and the as-needed alternate pricing for Minor Pruning at $50 and Hedging at $50 per visit for each of the four (4) libraries. **(Eric Head, Community Services Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS - QTE 26-081 Mowing Services for Citrus County Libraries

Citrus County
Board of County Commissioners
Department of Community Services
Parks and Recreation Division
Grounds Maintenance Section

TO: Linda Morse, Purchasing and Contracts Manager, Department of Management & Budget

THROUGH: Eric Head, Director of Community Services

THROUGH: Terri Moore, Director of Parks and Recreation

FROM: Christopher Sanz, Grounds Maintenance Manager CS

DATE: March 31, 2026

SUBJECT: QTE 26-081 Mowing Services for Citrus County Libraries

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I have received the bid tabulations from Management and Budget regarding QTE 26-081 Mowing Services for Citrus County Libraries and am requesting the contract be awarded to Simply Amazing Property Maintenance, LLC as the lowest qualified bidder meeting specifications.

If you require additional information, please do not hesitate to contact me.

Please place this item on the Agenda for Board approval.

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CS/dr

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: Mowing Services for ~~County~~ COUNTY Owned Properties Libraries
(Two lines maximum)

DEPARTMENT / DIVISION: Grounds Maintenance/Community Services

ACCOUNT NUMBER: 2675-53400
(Four lines maximum)

BUDGET AMOUNT: 20,000

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Mowing and landscape maintenance services for FY 2026

REQUESTOR (SIGNATURE) Chris Sanz **DATE** ~~10/15/2025~~ 12/19/2025

REQUESTOR (PRINT NAME) Christopher Sanz **DATE** 12/19/2025

DIVISION DIRECTOR _____ **DATE** 1/7/2026

DEPARTMENT DIRECTOR Emily P. Hall **DATE** 12/22/2025

MANAGEMENT & BUDGET DIRECTOR Jammy Wilson **DATE** 1/12/26

Bid Tabulation - Summary
QTE 26-081
Mowing Services for Citrus County Libraries

Company Name	Table 1 - Base Bid for Service Visits - Totals	Table 2 Alternative Bid - Minor Pruning - Totals	Table 3 Alternative Bid - Hedging - Totals	Base Bid + Alternatives - Totals
American Standard Landscaping LLC *(Spring Hill, Florida)*	**$24,275.00**	**$150.00**	**$300.00**	**$24,725.00**
Extreme Enterprises of Marion County, Inc. (Ocala, Florida)	**$27,676.50**	**$800.00**	**$100.00**	**$28,576.50**
Faithworks Total Ground Maintenance, LLC *(Mt. Dora, Florida)*	**$32,120.00**	**$1,235.00**	**$1,040.00**	**$34,395.00**
JCM Outdoor Services LLC. *(Anthony, Florida)*	**$25,675.00**	**$720.00**	**$90.00**	**$26,485.00**
JDMF, LLC *(Gotha, Florida)*	**$41,250.00**	**$2,250.00**	**$2,250.00**	**$45,750.00**
Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*	**$27,000.00**	**$360.00**	**$360.00**	**$27,720.00**
MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*	**$25,000.00**	**$500.00**	**$500.00**	**$26,000.00**
Simply Amazing Property Maintenance LLC *(Beverly Hill, Florida)*	**$12,000.00**	**$200.00**	**$200.00**	**$12,400.00**
Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*	**$36,000.00**	**$480.00**	**$480.00**	**$36,960.00**
Southern Shield Land & Disaster Services LLC *(Trenton, Florida)*	**$15,000.00**	**$600.00**	**$600.00**	**$16,200.00**
United Freight Services LLC dba United Land Services *(Stuart, Florida)*	**$96,750.00**	**$2,700.00**	**$2,425.00**	**$101,875.00**

Bid Tabulation - Detailed
QTE 26-081
Mowing Services for Citrus County Libraries

Table 1- Base Bid for Service Visits

			American Standard Landscaping LLC *(Spring Hill, Florida)*		**Extreme Enterprises of Marion County, Inc.** (Ocala, Florida)		**Faithworks Total Ground Maintenance, LLC** *(Mt. Dora, Florida)*		**JCM Outdoor Services LLC.** *(Anthony, Florida)*		**JDMF, LLC** *(Gotha, Florida)*		**Lawn Enforcement Agency, Inc.** *(Gainesville, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**
Central Ridge Library 425 West Roosevelt Boulevard Beverly Hills, FL 34465	25	Each	$200.00	$5,000.00	$222.47	$5,561.75	$251.60	$6,290.00	$210.00	$5,250.00	$500.00	$12,500.00	$227.00	$5,675.00
Coastal Region Library 8619 West Crystal Street Crystal River, FL 34428	25	Each	$214.00	$5,350.00	$237.36	$5,934.00	$231.00	$5,775.00	$217.00	$5,425.00	$220.00	$5,500.00	$216.00	$5,400.00
Homosassa Public Library 4100 S. Grandmarch Avenue Homosassa, FL 34446	25	Each	$160.00	$4,000.00	$219.73	$5,493.25	$236.20	$5,905.00	$201.00	$5,025.00	$280.00	$7,000.00	$227.00	$5,675.00
Lakes Region Library 1511 Druid Road Inverness, FL 34452	25	Each	$397.00	$9,925.00	$427.50	$10,687.50	$566.00	$14,150.00	$399.00	$9,975.00	$650.00	$16,250.00	$410.00	$10,250.00
Totals				**$24,275.00**		**$27,676.50**		**$32,120.00**		**$25,675.00**		**$41,250.00**		**$27,000.00**

Table 1- Base Bid for Service Visits (Continued)

			MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*		**Simply Amazing Property Maintenance LLC** *(Beverly Hill, Florida)*		**Southern Lawn Care Mid Florida, Inc.** *(Anthony, Florida)*		**Southern Shield Land & Disaster Services LLC** *(Trenton, Florida)*		**United Freight Services LLC dba United Land Services** *(Stuart, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**	**Price Per Service Visit**	**Total**
Central Ridge Library 425 West Roosevelt Boulevard Beverly Hills, FL 34465	25	Each	$250.00	$6,250.00	$120.00	$3,000.00	$360.00	$9,000.00	$150.00	$3,750.00	$875.00	$21,875.00
Coastal Region Library 8619 West Crystal Street Crystal River, FL 34428	25	Each	$250.00	$6,250.00	$120.00	$3,000.00	$360.00	$9,000.00	$150.00	$3,750.00	$675.00	$16,875.00
Homosassa Public Library 4100 S. Grandmarch Avenue Homosassa, FL 34446	25	Each	$250.00	$6,250.00	$120.00	$3,000.00	$360.00	$9,000.00	$150.00	$3,750.00	$725.00	$18,125.00
Lakes Region Library 1511 Druid Road Inverness, FL 34452	25	Each	$250.00	$6,250.00	$120.00	$3,000.00	$360.00	$9,000.00	$150.00	$3,750.00	$1,595.00	$39,875.00
Totals				**$25,000.00**		**$12,000.00**		**$36,000.00**		**$15,000.00**		**$96,750.00**

Bid Tabulation - Detailed (Continued)
QTE 26-081
Mowing Services for Citrus County Libraries

Table 2 Alternate Bid- Minor Pruning

			American Standard Landscaping LLC *(Spring Hill, Florida)*		Extreme Enterprises of Marion County, Inc. (Ocala, Florida)		Faithworks Total Ground Maintenance, LLC *(Mt. Dora, Florida)*		JCM Outdoor Services LLC. *(Anthony, Florida)*		JDMF, LLC *(Gotha, Florida)*		Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**
Central Ridge Library	1	Each	$50.00	$50.00	$200.00	$200.00	$275.00	$275.00	$180.00	$180.00	$700.00	$700.00	$90.00	$90.00
Coastal Region Library	1	Each	$25.00	$25.00	$200.00	$200.00	$250.00	$250.00	$180.00	$180.00	$700.00	$700.00	$90.00	$90.00
Homosassa Public Library	1	Each	$25.00	$25.00	$200.00	$200.00	$260.00	$260.00	$180.00	$180.00	$500.00	$500.00	$90.00	$90.00
Lakes Region Library	1	Each	$50.00	$50.00	$200.00	$200.00	$450.00	$450.00	$180.00	$180.00	$350.00	$350.00	$90.00	$90.00
Totals				**$150.00**		**$800.00**		**$1,235.00**		**$720.00**		**$2,250.00**		**$360.00**

Table 2 Alternate Bid- Minor Pruning (Continued)

			MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*		Simply Amazing Property Maintenance LLC *(Beverly Hill, Florida)*		Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*		Southern Shield Land & Disaster Services LLC *(Trenton, Florida)*		United Freight Services LLC dba United Land Services *(Stuart, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**
Central Ridge Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$650.00	$650.00
Coastal Region Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$550.00	$550.00
Homosassa Public Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$600.00	$600.00
Lakes Region Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$900.00	$900.00
Totals				**$500.00**		**$200.00**		**$480.00**		**$600.00**		**$2,700.00**

Table 3 Alternate Bid- Hedging

			American Standard Landscaping LLC *(Spring Hill, Florida)*		Extreme Enterprises of Marion County, Inc. (Ocala, Florida)		Faithworks Total Ground Maintenance, LLC *(Mt. Dora, Florida)*		JCM Outdoor Services LLC. *(Anthony, Florida)*		JDMF, LLC *(Gotha, Florida)*		Lawn Enforcement Agency, Inc. *(Gainesville, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**
Central Ridge Library	1	Each	$75.00	$75.00	$25.00	$25.00	$235.00	$235.00	$22.50	$22.50	$700.00	$700.00	$90.00	$90.00
Coastal Region Library	1	Each	$25.00	$25.00	$25.00	$25.00	$210.00	$210.00	$22.50	$22.50	$700.00	$700.00	$90.00	$90.00
Homosassa Public Library	1	Each	$125.00	$125.00	$25.00	$25.00	$220.00	$220.00	$22.50	$22.50	$500.00	$500.00	$90.00	$90.00
Lakes Region Library	1	Each	$75.00	$75.00	$25.00	$25.00	$375.00	$375.00	$22.50	$22.50	$350.00	$350.00	$90.00	$90.00
Totals				**$300.00**		**$100.00**		**$1,040.00**		**$90.00**		**$2,250.00**		**$360.00**

Table 3 Alternate Bid- Hedging (Continued)

			MMM Property Maintenance and Lawn Care LLC *(New Port Richey, Florida)*		Simply Amazing Property Maintenance LLC *(Beverly Hill, Florida)*		Southern Lawn Care Mid Florida, Inc. *(Anthony, Florida)*		Southern Shield Land & Disaster Services LLC *(Trenton, Florida)*		United Freight Services LLC dba United Land Services *(Stuart, Florida)*	
Location	**Quantity**	**Unit of Measure**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**	**Price per Service Visit**	**Total**
Central Ridge Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$575.00	$575.00
Coastal Region Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$475.00	$475.00
Homosassa Public Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$525.00	$525.00
Lakes Region Library	1	Each	$125.00	$125.00	$50.00	$50.00	$120.00	$120.00	$150.00	$150.00	$850.00	$850.00
Totals				**$500.00**		**$200.00**		**$480.00**		**$600.00**		**$2,425.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 41/16/2026

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: Sarah B Mento
Sheldon-Palmes Insurance of Inverness, Inc DBA Brice Ins Agency 3633 E Gulf to Lake Hwy Inverness, FL 34453	PHONE (A/C, No, Ext): 352-344-1277 FAX (A/C, No): 352-344-2851 E-MAIL ADDRESS: smento@spbins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Simply Amazing Property Maintenance, LLC Mark Skrivan 250 W Thistle Place Beverly Hills, FL 34465	INSURER A : Frank Winston Crum Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	FGFL9011461801	12/19/2025	12/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: QTE 26-012

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Suite 266
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2026

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: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
Simply Amazing Property Maintenance LLC 250 W Thistle Pl Beverly Hills, FL 34465	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 103074500677568348D042326T091221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	Y	868871218	01/29/2026	07/29/2026	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	Y	868871218	01/29/2026	07/29/2026	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida
3600 West Sovereign Path Suite 226
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

Mark Pace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Progressive Insurance	Simply Amazing Property Maintenance LLC 250 W Thistle Pl Beverly Hills, FL 34465
POLICY NUMBER 868871218	
CARRIER / **NAIC CODE** Progressive Express Insurance Company / 10193	**EFFECTIVE DATE:** 01/29/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	$50,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2018 GMC SIERRA 1GT42XEY2JF200623

Comprehensive	$2,500 Ded
Collision	$2,500 Ded

Additional Information

Certificate holder is listed as an Additional Insured and Waiver of Subrogation Holder.
Job Number: QTE26-012 and QTE26-081

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc.	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**
	E-MAIL ADDRESS:
1 Adp Boulevard	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Roseland NJ 07068	**INSURER A :** Technology Insurance Company, Inc. 42376
INSURED SIMPLY AMAZING PROPERTY MAINTENANCE LLC	**INSURER B :**
	INSURER C :
250 W Thistle Place	**INSURER D :**
	INSURER E :
Beverly Hills FL 34465	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4990483 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A	Y	TWC4764468	02/05/2026	02/05/2027	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.
Job Reference: Cemeteries
Project number "QTE26-012"

CERTIFICATE HOLDER

Citrus County, Florida,
3600 W. Sovereign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Frank Winston Crum Insurance Company

AMB #: 012601 NAIC #: 11600 FEIN #: 061683641

Mailing Address
100 South Missouri Avenue
Clearwater, Florida 33756
United States

View Additional Address Information

Web: www.fwcruminsurance.com
Phone: 727-799-1150
Fax: 727-450-7911

Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 046317 - Frank Winston Crum Ins Holdings Corp. 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):	B++ (Good)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 07, 2025
Initial Rating Date:	April 15, 2010

Long-Term Issuer Credit View Definition

Rating (Rating Category):	bbb+ (Good)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 07, 2025
Initial Rating Date:	April 15, 2010

Financial Size Category View Definition

Financial Size Category: VII (USD 50 Million to Less than 100 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst II: Christine DePalma
Director: Edin Imsirovic
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

View AM Best's Rating Review Form

Progressive Express Insurance Company

AMB #: 011760 NAIC #: 10193 FEIN #: 593213719

Mailing Address
P.O. Box 89490
Cleveland, Ohio 44101-6490
United States

View Additional Address Information

Web: www.progressive.com
Phone: 440-461-5000
Fax: 440-603-5500

AM Best Rating Unit: AMB #: 058454 - Progressive Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058454 - Progressive 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 03, 2025
Initial Rating Date:	May 19, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 03, 2025
Initial Rating Date:	September 02, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Daniel Mangano

Director: Christopher Draghi, CPCU

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 Progressive Corporation and Its Subsidiaries
April 03, 2025

View AM Best's Rating Review Form

Technology Insurance Company, Inc.

AMB #: 011234 NAIC #: 42376 FEIN #: 020449082

Mailing Address
800 Superior Ave. E., 21St Floor
Cleveland, Ohio 44114
United States

View Additional Address Information

Web: www.amtrustfinancial.com
Phone: 212-220-7120
Fax: 212-220-7130

AM Best Rating Unit: AMB #: 018533 - AmTrust Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	December 15, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	June 20, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Billiah Moturi

Director: Doniella Pliss

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

View AM Best's Rating Review Form

Mowing Services for Citrus County Libraries

Contract #: QTE 26-081

CITRUS COUNTY, FLORIDA
A political subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

For more information, please visit our online supplier portal, located at
https://procurement.opengov.com/portal/citrusfl

This Agreement is entered into by the parties this _____ day of _____, 2026.

1. Parties

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

and

Simply Amazing Property Maintenance LLC, (Contractor)

2. Designated Contact Person as to County

Christopher Sanz, Citrus County Grounds Maintenance Manager
1300 S. Lecanto Hwy
Lecanto, Florida 34461
Phone: 352-527-5760
Fax: 352-527-7676
Email: christopher.sanz@citrusbocc.gov

3.0 Designated Contact Person as to Contractor

Mark Skrivan, Owner
Simply Amazing Property Maintenance LLC
250 West Thistle Place
Beverly Hills, Florida 33465
Phone: 352-585-3106
Email: simplyamazingpm@yahoo.com

4. 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. Entire Agreement

This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Quote, (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. Agreement Documents

Exhibit A- Scope of Services

Exhibit B- Compensation

7. Term of Agreement and Commencement of Services

The duration of the Agreement shall be for a period of two (2) years from the date that the Parties have executed the Agreement, with an option to renew for three (3) additional, one (1) year periods. The renewal

option will be conditioned upon satisfactory performance by Contractor 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/or 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.

8. 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 Services 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. 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 written amendment to the Agreement.

10. Compensation to Contractor

Compensation to be paid to Contractor for the provision of the Commodity and/or Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

An increase in Pricing may be considered by County for each year after the initial term. The request to increase the price must be made in writing to County supported by a detailed justification by furnishing bona-fide manufacturer's documents or a price list reflecting the changes that warrant the requested increase. The request must be submitted at least ninety (90) calendar days prior to a renewal period. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11. Payment of Payment Requests

11.1. Payment Requests

Requests for payment for 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 performed, 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 have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2. Prompt Payment

County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request

in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3. Form of Request

If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4. Resolution of Payment Request Disputes

In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such proceedings 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 performed by Contractor, 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 perform any Services for County until Contractor has received a purchase order and/or Notice to Proceed from County. Contractor will be permitted to accept an order to perform 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. 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 the 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-executed Services shall be performed on a mutually agreed upon schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's suppliers or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care due County under this Agreement.

12.4. Warranty of Title

Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the Services furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13. Public Records

Contractor will keep and maintain public records required by the County to perform the Services. 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 THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

14. 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. The 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 Services hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The coverage limits and endorsements required herein protect the primary interests of County, and these coverage 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 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2. Commercial General Liability

Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3. Automobile Liability

Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4. Workers Compensation and Employer's Liability

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that Contractor/employer/owner's employees. If the Contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the Contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5. Cyber Insurance

If any operations to be undertaken by Contractor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6. Other Insurance Provisions

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's Bid number shall be noted on the certificate. **QTE 26-081**

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

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 Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

14.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.6 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.

14.6.7 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 the Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

14.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

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

15. 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. 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. The 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. 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. Licenses and Certifications

Contractor, or its Subcontractor(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. 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 performance 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, 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information 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 Services covered under this Agreement, or of any property included or planned to be included in the Services, 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 subcontracts:

> *"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."*

19.6. Cooperative Purchasing

If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7. Correction of Services

Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8. County Funds

If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated. 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with a 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 the County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14. Drug Free Workplace

Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15. Employees, Subcontractors and Agents

All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, 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 subcontractor 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, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

19.18. E-Verification System

Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

19.19. Force Majeure Event

Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Contractor.

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. The Contractor will employ and maintain, at the Project Site, a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Services.

19.24. Lawful Claims and Demands

Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others

relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25. Lobbying

Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Work, 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. Contractor will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Contractor'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, Work, 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 bonafide 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 Bid/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 performance of the Services. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the performance 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, subcontractor 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 services as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.32. Relationship

Contractor is an independent Contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.33. Risk of Loss

Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies, or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34. Schedules, Reports and Records

Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the performance 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

19.35.1 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.

19.35.2 Cybersecurity. The Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

19.35.3 Security of Information. Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

19.35.4 Security Incident Notification and Action. If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

19.35.5 Security Incident Notification and Action:

In the event that Contractor becomes aware of a Cybersecurity Incident, Contractor **shall**:

i. Promptly notify County, in writing, of the occurrence of such Cybersecurity Incident, no more than 24 hours after becoming aware of said Cybersecurity Incident; and no more than 12 hours after becoming aware of Ransomware incidents.
Non-Life-Threatening incidents IT Help Desk (352)527-5275

ii. Investigate such Cybersecurity Incident and conduct an analysis of the cause(s) of such Cybersecurity Incident.

iii. Provide periodic updates of any ongoing investigation to County.

iv. Develop and implement an appropriate plan to remediate the cause of such Cybersecurity Incident, to the extent that such cause is within Contractor or any of its affiliates or subcontractor's control.

v. Provide:
   1. Notification to potentially affected persons
   2. Credit monitoring services
   3. Identification protection services;
   4. Establish and operate a call center;
   5. Notification to any and all regulatory authorities; and
   6. Other functions, services, or penalties as may be required by law.

vi. Should it be determined that such Cybersecurity Incident was the responsibility of County, County shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Cybersecurity Incident.

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 its completion or termination 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 performance of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

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 any other or further exercise thereof or the exercise of any other right by County.

19.40. Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

19.41. Accessible Electronic Information Technology

Contractor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

20.0 Subcontracts

Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable county, state and federal laws and regulations.

21.0 Human Trafficking for Nongovernmental Entities

Contractor shall comply with the requirements set forth in Florida Statute Section 787.06.

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.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

SIMPLY AMAZING PROPERTY MAINTENANCE LLC

Leigha Utter
Signature of Witness (1)

Leigha Utter
Printed Name of Witness (1)

Soleem Mahmood
Signature of Witness (2)

Soleem Mahmood
Printed Name of Witness (2)

BY: Mark Skrivan
MARK SKRIVAN, OWNER

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16th day of April, 2026, by Mark Skrivan as Owner who is ☐ personally known to me or ☑ who produced D.L as identification.

Witness my hand and official seal this 16th day of April, 2026.

Official use only

Linda Morse
NOTARY PUBLIC Signature
Printed Name: Linda Morse
Commission No.: HH 415855
Expiration Date: July 6, 2027

LINDA MORSE
Commission # HH 415855
Expires July 6, 2027

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Exhibit "A"

SCOPE OF SERVICES

I. Contractor's Responsibilities

A. Provide all supervision, labor, materials, supplies and equipment necessary to properly maintain all sites as described in these specifications.

B. Ensure the use of industry safety standards such as those set forth in OSHA for equipment operation and maintenance.

C. Repair all damage to buildings, vehicles, headstones, trees, shrubs etc. caused by the Contractor's operations or employees.

D. Ensure that no activity shall be undertaken that will in any way disrupt, inconvenience, or endanger any member of the traveling public, either pedestrian or vehicle.

E. Comply with all State and Citrus County requirements regarding certification and licensure.

F. Compliance with the Scope of Services and performance standards must be met consistently throughout the term of the Agreement.

II. Mowing

A. In the event mowing occurs after excessive rainfall which results in an excessive accumulation of grass clippings after mowing that cannot be easily absorbed in the turf, then the excess shall be raked up and removed from the site.

B. All grass clippings shall be mulched small enough to expose all leaflets in the grass or removed from the site. No clumps shall be left.

C. Grass clippings which cannot be mulched shall be removed from the property at the Contractor's expense by the end of each workday.

D. All mowing should be done at industry speed and in a manner that provides a smooth cut without scalping and avoids damage to any trees or tree trunks.

E. A completed service visit shall include all grass mowing, blowing, line trimming, edging, and clean up.

F. All ditch areas within the prescribed area of responsibility shall be completed at the same frequency as all other tasks.

G. Upon completion of a service visit, each area shall have a completely well-groomed appearance.

H. Performance Standards-Mowing Practices & Aesthetics
- **The 1/3rd Rule:** Never remove more than one-third of the grass blade's height at any single mowing. This minimizes plant stress and promotes healthy root development.
- **Mowing Height:** Mow at a height of 3.5 to 4 inches to shade the soil, retain moisture, and strengthen the grass.
- **Clean Cuts:** Use sharp, balanced blades that provide a clean cut, reducing stress on the grass and preventing tearing. Spare blades shall be available at all times and changed as the cuts start to appear rough.
- **Mowing Patterns:** Maintain consistent line patterns and account for abnormal angles around structures to ensure a uniform and professional appearance.

I. Equipment Maintenance & Performance
- **Deck & Tire Maintenance:** Keep the mower deck clean to prevent clogging and ensure proper inflation of tires for even cutting.
- **Belt Tension:** Check and maintain proper belt tension to prevent uneven cutting.
- **Appropriate Equipment:** Select the right mower for the job, considering the property's size and terrain, to optimize efficiency and cut quality.

III. Edging/Line Trimming

A. Grass and weeds growing around trees, walls, walks, curbs, parts of buildings, bollards, electrical structures, dumpsters, bleachers, fence lines, ditches, berms, culverts, outpours, or other fixed objects, which are inaccessible to large mowing equipment shall be trimmed using hand-held line trimming equipment during each service visit.

B. Vining plants shall also be removed from fence lines, building walls, and bollards. Trimming may be accomplished by hand, machine, or other expeditious methods. Stems of plants or trunks of trees shall be protected from bark injury from weed trimmers.

C. All curbs, walks, trails, and edges of hardscapes shall be edged to not allow for growth over such edges.

D. All plant beds are to be maintained with a sharp and distinct edge that shall separate the plant bed from the adjoining grass areas, curbs or walkways, and other surfaces.

IV. Weed Control

A. All landscape areas, planters, shrub beds, structures of any kind, and any item above ground shall be kept free of weeds or grass higher than specified unless specifically excluded.

B. Chemical weed controllers, liquid or granular, may be used with prior approval by the County and shall be used only as directed by the manufacturer.

C. Weeds shall be carefully (causing no damage to surrounding shrubs and trees) trimmed down to three (3) inches or below before spraying. The Contractor shall be responsible for damage to adjacent plants or turf due to chemical drift.

D. Where persistent weeds continue to grow in and around plant beds, the weeds are to be hand pulled to remove them.

E. All grass and weeds shall be removed from drainage systems to allow for better water flow.

F. When chemicals are used to kill the weeds, dead weeds must be removed by hand and the site cleaned up. Leaving dead weeds that have been killed by chemical treatment ruins the appearance of the area and is unacceptable.

V. Minor Pruning (Alternate Bid-contingent upon approval)

A. All plant material is to be pruned as determined by the County Project Manager or designated representative to maintain an orderly appearance or habit of growth. As opposed to shearing, natural pruning is recommended for plant species that do not respond, either aesthetically or health-wise to shearing (e.g., azaleas, thryallis, etc.). Never remove more than one-third of a plant's foliage at one time.

B. Proper pruning tools and techniques are expected when pruning is deemed necessary, including overgrowth, removing split and dead branches, or to improve the overall aesthetic while ensuring the best health of the tree. Minor pruning is for branches less than two (2) inches and tree canopy must be pruned up to eight (8) feet from ground level.

VI. Hedging (Alternate Bid-contingent upon approval)

A. Shall occur as needed or by Project Manager's request in locations that have bushes or like shrubbery in order to prevent overgrowth and maintain an orderly and uniform appearance.

B. Shrubs, annuals, and ornamentals, where applicable, shall be maintained in a healthy, vigorously growing condition.

C. All hedges and shrubs shall be trimmed and maintained at the dimensions prescribed by the County Project Manager on a continuous basis. Shrubs shall be trimmed in a level and orderly manner, and all trimming shall be removed or mulched to under one (1)-inch pieces and incorporated into the bed.

VII. Clean up

A. Prior to mowing, the Contractor shall be responsible for picking up litter from all areas: lawns, planter boxes, shrub beds, etc. Debris such as paper, plastic, excessive amounts of cigarette butts and packages, cans, etc., shall be removed from areas before mowing and may be placed in the facility's solid waste containers.

B. All tree and shrub trimmings, fallen palm fronds, and shields must be removed from the grounds before mowing and removed from the site on every service visit.

C. All grass clippings, weeds, leaves, and tree debris shall be removed from curbing and removed from all drainage and curbing systems to facilitate water flow.

D. At the end of each mowing service visit, all roads, walks, drives and open space areas will be free of loose materials, trash, or debris shall be cleaned by blowing off the surface.

VIII. Mowing Frequency

A. A schedule of mowing weeks, Monday – Sunday, will be provided at the commencement of Services by the Grounds Maintenance Manager.

B. The County Project Manager shall establish the dates of mowing and related services. The services shall be pursued within the specific area until a service visit is complete.

C. All grass areas shall be mowed at intervals as determined by the County Project Manager, or designated representative, to meet seasonal requirements. Mowing frequency shall be determined by the County and may be reduced to zero mows during the winter months.

D. The number of mowing service visits per year is approximately twenty-five (25), however, service visits shall be dependent upon the weather and timing of the active growing season.

IX. Communication and Report Submission

A. Contractor must provide a designated point of contact to communicate with the Project Manager for the Grounds Management Department.

B. Contractor must communicate any issues or recommendations during the service period.

C. Contractor will provide service visit reports via email to the Grounds Maintenance Department detailing work completed and the overall assessment of the location serviced. These reports must be timely, and include all sites completed that day.

D. A service summary e-mail shall be sent to Grounds Management Department weekly (7 days) identifying the locations which were completed from the previous week as well as the schedule of locations to be serviced for the upcoming week.

E. More frequent reporting (such as daily) may be required at the discretion of the Project Manager or if compliance becomes an issue. Payments will not be processed for the work completed which does not have proper reporting and documentation.

F. An inspection of Contractor's work will be conducted after the submission of each completion report.

X. Payments

A. Contractor shall submit an invoice monthly via email to the Grounds Maintenance Department. The invoice shall be itemized detailing each location, the date of service, the service performed, and the charge associated with each location.

B. In accordance with Florida Statute Chapter 218.74 payments invoiced for services rendered will be made within 45 days after the date that the invoice is received and verified by staff.

C. Invoices should be received on or before the 10th day of the month for the previous month's services.

D. No payments will be made in advance. Contractor can only invoice for complete work.

E. Locations will be inspected prior to approval of payment.

F. Submitting an invoice for incomplete work or for work not performed is subject for termination of the Agreement.

XI. Consequences for Nonperformance

It is the objective of Citrus County to obtain full performance in accordance with Scope of Services, and at the quality standards of work set forth in this Agreement. Deductions for nonperformance shall be made in accordance with the following:

1. If County deems the work provided unsatisfactory, the Contractor will be notified in writing (email and/or certified mail) of the needed improvement(s). Failure to make corrections needed to improve the satisfactory level of service by the close of the third business day from notification will result in the following actions:

    a. A liquidated damage of double the bid price of the location needing correction(s)

    b. If not corrected within ten (10) business days, County staff will perform the work and a liquidated damage fee of $250 plus any costs incurred by County. County will adjust amount owed against any monies due to Contractor.

2. In the event there is a second occurrence of unsatisfactory work not being corrected in the designated time period within six months of a previous unsatisfactory performance, the liquidated damages noted above will double to $500 plus any costs incurred by County.

3. In the event of a third occurrence of unsatisfactory work not being corrected in the designated time period within a six-month period, the Contractor will be considered in default and procedures to terminate the Agreement may be initiated by County.

XII. Locations

A. Central Ridge Library (5.02 acres)
425 West Roosevelt Boulevard
Beverly Hills, FL 34465

B. Coastal Region Library (5.35 acres)
8619 West Crystal Street
Crystal River, FL 34428

C. Homosassa Public Library (4.01 acres)
4100 S. Grandmarch Avenue
Homosassa, FL 34446

D. Lakes Region Library (9.93 acres to include overflow area)
1511 Druid Road
Inverness, FL 34452

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Exhibit "B"

COMPENSATION

Table 1- Base Bid for Service Visits		
Location	**Unit of Measure**	**Price Per Service Visit**
Central Ridge Library 425 West Roosevelt Boulevard Beverly Hills, FL 3446	Each	**$120.00**
Coastal Region Library 8619 West Crystal Street Crystal River, FL 34428	Each	**$120.00**
Homosassa Public Library 4100 S. Grandmarch Avenue Homosassa, FL 34446	Each	**$120.00**
Lakes Region Library 1511 Druid Road Inverness, FL 34452	Each	**$120.00**

Table 2 Alternate Bid- Minor Pruning		
Location	**Unit of Measure**	**Price per Service Visit**
Central Ridge Library	Each	**$50.00**
Coastal Region Library	Each	**$50.00**
Homosassa Public Library	Each	**$50.00**
Lakes Region Library	Each	**$50.00**

Table 3 Alternate Bid- Hedging		
Location	**Unit of Measure**	**Price per Service Visit**
Central Ridge Library	Each	**$50.00**
Coastal Region Library	Each	**$50.00**
Homosassa Public Library	Each	**$50.00**
Lakes Region Library	Each	**$50.00**

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AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	ITB 26-069 Purchase of MX908, Mass Spectrometer, Chemical Identifier; 908 Devices Inc.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On March 14, 2026, an Invitation to Bid, ITB 26-069 Purchase of MX908, Mass Spectrometer, Chemical Identifier, was advertised for interested parties to submit a bid for the County's purchase of one (1) MX908, Mass Spectrometer, Chemical Identifier. The County received two (2) bids.

The Fire Rescue Department requires the chemical detection system, a device required by the State of Florida for the Regional Hazmat Response Team. In order to continue receiving funding from the State, the response team must have the device available.

Staff has reviewed the bids and recommends awarding 908 Devices Inc. as the lowest, most responsive, and most responsible bidder for the County's purchase of one (1) MX908, Mass Spectrometer, Chemical Identifier, at the cost of $83,709.47.

This project is funded through a Federal Grant, Agreement Number R1176, and Federal Award Identification Number (FAIN): EMW-2024-SS-05135, from the Department of Homeland Security (DHS), as the awarding Agency and the State of Florida, Division of Emergency Management (FDEM) as a pass-through entity.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5853J-56400	Machinery & Equipment	$79,000	$0	$0	$79,000
5853J-55200	Operating Supplies	$3,983	$0	$1,480	$2,503

5853J-55120	Office/Non-Cap Equipment	$4,502	$0	$0	$4,502

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and 908 Devices Inc., for the purchase of one (1) MX908, Mass Spectrometer, Chemical Identifier, at the cost of $83,709.47. **(Craig Stevens, Fire Chief)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS - ITB 26-069 Purchase of MX908, Mass Spectrometer, Chemical Identifier

CITRUS COUNTY FIRE RESCUE

Administration Office

1520 N. Meadowcrest Blvd., Crystal River, FL 34429
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

TO: TAMMY WILSON, MANAGEMENT & BUDGET

FROM: GREG ELLIS, DIVISION CHIEF OF ADMINISTRATION

THRU: CRAIG STEVENS, FIRE CHIEF

DATE: 4/16/26

SUBJECT: BID AWARD – ITB 26-069 PURCHASE OF MX908, MASS SPECTROMETER, CHEMICAL IDENTIFIER

Fire Rescue has reviewed the bids and recommends awarding ITB 26-069, Purchase of MX908, Mass Spectrometer, Chemical Identifier to the lowest bidder, 908 Devices, Inc..

Please place this item on the Agenda.

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: PURCHASE OF ONE MX908 HANDELD MASS SPEC CHEMICAL DETECTION SYSTEM
(Two lines maximum)

DEPARTMENT / DIVISION: FIRE RESCUE

ACCOUNT NUMBER: 5853J-56400
(Four lines maximum) 5853J-55200
5853J-55120

BUDGET AMOUNT: $79000
$3983
$4502

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☑ NO ☐

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

FOR THE PURCHASE OF ONE MX908 CHEMICAL DETECTION SYSTEM TO INCLUDE POWER CABLE, CHARGE STATION, SAMPLING SWABS, VAPOR PROBE, APPLICATORS, TRACE AND AERO MODULES, TRAINNG SAMPLE, SPARE SCREENS AND SPARE HEATER CORE.

THE CHEMICAL DETECTION SYSTEM IS A DEVICE REQUIRED BY THE STATE OF FLORIDA FOR REGIONAL HAZMAT RESPONSE TEAM. TO CONTINUE RECEIVING FUNDING FROM THE STATE, RESPONSE TEAM MUST HAVE THE DEVICE AVAILABLE.

REQUESTOR (SIGNATURE) _____ **DATE** 12/23/25

REQUESTOR (PRINT NAME) NICOLE HEATHCOCK **DATE** 12/23/25

DIVISION DIRECTOR _____ **DATE** 12/23/25

DEPARTMENT DIRECTOR _____ **DATE** 12/23/2025

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** 12/30/25

Bid Tabulation - Summary
ITB 26-069
Purchase of MX908, Mass Spectrometer, Chemical Identifier

Company Name	Total Bid
908 Devices Inc *(Burlington, Massachusetts)*	**$83,709.47**
All Safe Industries, Inc. *(Louisville, Kentucky)*	**$85,855.35**

Bid Tabulation - Detailed
ITB 26-069
Purchase of MX908, Mass Spectrometer, Chemical Identifier

				908 Devices Inc (Burlington, Massachusetts)		**All Safe Industries, Inc.** *(Louisville, Kentucky)*	
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1	MX908, Handheld Mass Spectrometer, Chemical Identifier to include Chemical Training kit	1	ea	$79,006.95	$79,006.95	$81,155.73	$81,155.73
2	Foam tipped Applicator Swabs, 6 inch (15 cm), plastic shaft, MX908 (50 count box)	1	box	$43.56	$43.56	$43.54	$43.54
3	Extended Vapor Probe, coiled tubing, extendable from 2'-5' , MX908	1	ea	$202.95	$202.95	$202.86	$202.86
4	Core clear & charge station, MX 908, plus dual-bay battery charger	1	ea	$4,059.00	$4,059.00	$4,057.29	$4,057.29
5	Trace sampling swabs, MX908, (100 swab count)	1	ea	$197.01	$197.01	$196.93	$196.93
6	Shipping & Handling to: Citrus County Fire Rescue, 1520 North Meadowcrest Blvd., Crystal River, FL 34429	1	ea	$200.00	$200.00	$199.00	$199.00
			Totals		**$83,709.47**		**$85,855.35**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2026 | 4/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1572378 908 DEVICES INC. 44 3rd Ave Burlington, MA 1803	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford Casualty Insurance Company — 29424 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23416091 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	08UUNAY4FHF	12/18/2025	12/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	08UENBH1FK6	12/18/2025	12/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED X RETENTION $ 10,000	N	N	08RHUAZ7GEF	12/18/2025	12/18/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: ITB 26-069; Purchase of MX908, Mass Spectrometer, Chemical Identifier.

Citrus County, Florida, and the Florida Department of Environmental Protection are included as Additional Insured on the General Liability as required by written contract. Waiver of Subrogation applies in favor of Additional Insured under the General Liability as required by written contract.

CERTIFICATE HOLDER

23416091
Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Hartford Fire Insurance Company

AMB #: 002231 NAIC #: 19682 FEIN #: 060383750

Mailing Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

View Additional Address Information

Web: www.thehartford.com
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - The Hartford Insurance 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 - The Hartford Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	July 03, 2025
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Robert Valenta, CPCU

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 Upgrades Issuer Credit Ratings of The Hartford Insurance Group, Inc. and Its Subsidiaries
July 03, 2025

View AM Best's Rating Review Form

Purchase of MX908, Mass Spectrometer, Chemical Identifier

Contract #: ITB 26-069

Grant Agreement Number: R1176

Federal Award Identification Number (FAIN): EMW-2024-SS-05135

Federal Awarding Agency: Department of Homeland Security (DHS)

Pass-Through Entity: State of Florida,
Division of Emergency Management (FDEM)

CITRUS COUNTY, FLORIDA
A political subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

This Agreement is entered into by the parties on _____ day of _____ 2026.

1.0 Parties

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

and

908 Devices Inc., (Vendor)

2.0 Designated Contact Person as to County

Thomas Fletcher, Battalion Chief
Citrus County Fire Rescue
1520 N. Meadowcrest Blvd.
Crystal River, Florida 34429
Phone: 352-527-5406
Fax: 352-527-5404
Email: Thomas.Fletcher@citruscountyfire.com

3.0 Designated Contact Person as to Vendor

Dave Massingham, Senior Director
908 Devices Inc.
44 Third Avenue
Burlington, Massachusetts 01803
Phone: 857-529-6481
Fax: n/a
Email: dmassingham@908devices.com

4.0 Notices

All notices between County and Vendor, 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 Vendor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the fulfillment of Commodity 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 Vendor'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- Grant Agreement Number R1176

Exhibit B- Commodity Description and Pricing

7.0 Modification of Agreement

This Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Vendor's documents forwarded by Vendor for payment. County's acceptance of the Commodity furnished by Vendor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

8.0 Commodity Provided by Vendor

The Commodity to be provided by Vendor is described as noted in Exhibit "B", attached to this Agreement.

9.0 Compensation to Vendor

Compensation to be paid to Vendor for the furnishing and delivery of the Commodity is agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement

10.0 Payment of Payment Requests

10.1. Payment Requests

Requests for payment of the Commodity provided under the Agreement shall be submitted after shipment of such Commodity to County. No payment requests will be accepted by County for Commodity that are on back order. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Commodity 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. County reserves the right to require any information from Vendor that County deems necessary to substantiate claims for remuneration. Upon receipt of Vendor's payment request, County will review such to ensure that it is in proper order, and that the Commodity covered under the payment request have been received and accepted in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Commodity covered under the payment request has not been received or does not satisfy this Agreement, the payment request may be rejected.

10.2. 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 Commodity accepted to the satisfaction of County.

10.3. 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 Vendor 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".

10.4. Resolution of Payment Request Disputes

In the event of a dispute between Vendor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor 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.

10.5. Purchase Order

A purchase order will be issued to Vendor for each individual purchase of Commodity covered under this Agreement. Except under an "emergency request", Vendor shall not provide any Commodity to County until Vendor has received a purchase order from County. Vendor shall be permitted to accept an order to provide Commodity under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Vendor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Vendor for such emergency requests.

10.6. ACH Enrollment

All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor'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.

11.0 Transportation and Delivery

Transportation of the Commodity shall be detailed in the Purchase Order. Vendor, within ten (10) days after receiving a purchase order, shall notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

12.0 Warranty

The manufacturer's warranty shall apply to all Commodity provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the Commodity. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

The warranty shall also include 24/7 technical and reach back support for assistance with data interpretation or technical issues, and all software / library updates.

13.0 Public Records

Vendor will keep and maintain public records required by the County to obtain the Commodity. Upon request from the County's custodian of public records, Vendor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Vendor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the County. Upon completion of the Agreement, Vendor will transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by County to obtain the Commodity. If Vendor transfers all public records to County upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Vendor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

14.0 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 Vendor's general accounting records and the project records, together with supporting documents and records, of Vendor, their suppliers, and subcontractors, performing Work on the project, and all other records of Vendor, their suppliers and subcontractors considered necessary by County for a proper audit of project costs.

15.0 Minimum Insurance Requirements

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

15.1. Commercial General Liability

Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

15.2. Other Insurance Provisions

15.2.1 Vendor 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 claim 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.

15.2.2 The project's Bid number shall be noted on the certificate. **ITB 26-069**

15.2.3 All required insurance policies must be maintained until the contract work has been accepted by County.

15.2.4 Citrus County, Florida, a political subdivision of the State of Florida, and Florida Department of Environmental Protection, its officials, employees, and volunteers are to be covered as an Additional Insured. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

15.2.5 Vendor'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 Vendor's insurance and shall be non-contributory.

15.2.6 For all policies of insurance: Vendor 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.

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

15.2.8 It is the Vendor's responsibility to ensure that all subcontractors comply with these insurance requirements. The Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

15.2.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

15.2.10 All Certificates must show that the Vendor's policies have been endorsed per the requirements.

16.0 Indemnification

Vendor shall indemnify, save and hold harmless, DHS, FDEM, County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of, Vendor, its 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 Vendor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Vendor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 Termination of Agreement

17.1 Termination by County for Cause: In the event Vendor fails to honor any terms of the Agreement or abide by any statutory, regulatory, or licensing requirements, County may terminate the Agreement for cause by first notifying Vendor in writing, specifying the nature of the default. Vendor shall have ten (10) business days to cure such default. If after the ten-day notice, Vendor has not cured the default, termination shall become final. Except for defaults of its subcontractors at any tier, Vendor shall not be liable for any excess costs if the failure to perform the Work arises from events completely beyond the control, and without the fault or negligence of Vendor. If, after termination, it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County. In the event of termination for cause, County will be responsible for compensating Vendor only for the completed or partially completed Work up to the date of suspension, less any expenses incurred by County as a result of the default. Termination of the Work shall not entitle Vendor to any loss of anticipated profit under this provision. The rights and

remedies of County in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

17.2 Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon receiving a notice of termination, Vendor shall immediately comply with the notice, stopping all work in-progress and not perform any further Work. In the event of termination, County will be responsible for compensating Vendor only for the completed or partially completed Work up to the date of termination. Termination of the provision of the Work shall not entitle Vendor to any loss of anticipated profit under this provision. If the termination is for the convenience of County, Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed Work. If the termination is for failure of Vendor to fulfill the contract obligations, County may complete the work by contact or otherwise and Vendor shall be liable for any additional cost incurred by County.

18.0 Additional Terms and Conditions

18.1. Advertising

Subject to Chapter 119, Florida Statutes, Vendor 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 Vendor'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 Vendor 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, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3. Bankruptcy or Insolvency

Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its subcontractors who are involved in the fulfillment of Commodity under this Agreement.

18.4. Compliance with Laws

Vendor 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5. Conflict of Interest

Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, 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 Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the making of this Agreement. Vendor, and its

sub- vendors 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 Vendor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub- vendors 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. County, State or Federal Funds

If sufficient funding is not available to complete the purchase of Commodity, County reserves the right to modify the terms and conditions of the Agreement to change the quantities of Commodity in Exhibit B to reduce the cost to match any available funding. If such modifications of Exhibit B are not feasible, or if funding has been totally exhausted prior to Vendor's delivery, 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, Vendor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.7. Debarment and Suspension

Vendor 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.

A contract or subcontract shall not be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.48 SAM. Exclusions can be accessed at www.sam.gov.

18.8. Discriminatory Vendor

Vendor 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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

18.9. Dispute Resolution

For any dispute concerning fulfillment 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 Vendor. Should a mutual agreement not be reached,

County shall render a decision and reduce such to writing and serve a copy on Vendor. The decision shall be final and conclusive.

18.10. Drug Free Workplace

Vendor 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).

18.11. Employees, Subcontractors and Agents

All Vendor's employees, subcontractors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Vendor to supply the Commodity pursuant to the Agreement. Upon request, Vendor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, and agent of Vendor. County may refuse access to, or require replacement of, any of Vendor's employees, subcontractors, and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Vendor's security or other requirements. Such refusal shall not relieve Vendor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Vendor's employees, sub- vendors, or agents. County shall have the right to review and approve any subcontractor used by Vendor. Vendor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Vendor'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.

18.12. Equal Employment Opportunity

Vendor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Vendor. Subcontracts entered into by Vendor, shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Vendor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Vendor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

18.13. E-Verification System

Vendor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Vendor to perform work pursuant to this Contract. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Vendor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon

a good faith belief that Vendor its subcontractors has knowingly violated Section 448.095, Florida Statutes.

18.14. Force Majeure Event, Notice of Delay, and No Damages for Delay

Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or, (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted against County. Vendor shall not be entitled to payment of any kind from County 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 Vendor shall continue to provide the Commodity at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

18.15. 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 chosen by County.

18.16. Immigration and Nationality Act

Vendor 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 Vendor 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 Vendor knowingly employs unauthorized aliens.

18.17. Lobbying

Vendor 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, Work, employment, or contracts of any kind.

18.18. Non-Collusion

Vendor 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 Vendor intends to

fulfill the order of Commodity with its own bonafide employees or subcontractors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor 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/Response on any public contract.

18.19. Protection of Persons

Vendor will be responsible for the safety of its employees and the employees of its subcontractors, during the fulfillment of this purchase Agreement. Vendor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the fulfillment in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Vendor shall report promptly to County any accident or unusual occurrence during the fulfillment of Commodity, including personal injury or death to any Vendor employee, subcontractor employee or any member of the public, or any damage to any of County's property.

18.20. 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 Work 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 services as a vendor/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.

18.21. Relationship

Vendor is an independent Vendor to County and is not an employee, agent, joint-venture, or partner of County.

18.22. Risk of Loss

Until the Commodities have been accepted by County, risk of loss or damage to the Commodity and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Commodity, or the ordering of or delivery of same, shall remain with Vendor

18.23. Security

A. **Confidentiality:** Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Work without the written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor 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, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

B. **Cybersecurity:** Vendor shall take commercially reasonable measures to protect and secure electronic data. Vendor's products and Work shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework

and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Vendor's or its affiliates or subcontractor's control. Vendor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

C. **Security of Information:** Vendor and its subcontractor(s) must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Vendor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Vendor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

D. **Security Incident Notification and Action:** If Vendor becomes aware of a cybersecurity event or security incident, Vendor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Vendor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Vendor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Vendor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

18.24. 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.

18.25. Survival

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.26. Taxes

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 sales made by Vendor to County are exempt provided County makes payment directly to Vendor. Otherwise, the Vendor shall pay all applicable sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages.

18.27. 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.

18.28. Inspector General

Vendor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

18.29. Patent and Copyright Responsibility

County and Vendor shall retain ownership of all of its own intellectual property, including inventions and methods, trademarks, software interfaces, programs and applications, data, databases, graphics, trade secrets or proprietary information, aesthetic design, format, and layouts. All tracings, plans, specifications, maps, and public County records obtained under this Agreement, 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. Vendor 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. For clarity, all underlying public information and records upon which Vendor furnishes its services shall remain the property of the County, and all right, title, and interest in its software and online systems, including the report designs and aesthetics generated therefrom, remain the intellectual property of Vendor and are not "works made for hire." Any material or design supplied by Vendor, pursuant to this Agreement, shall not knowingly infringe any patent or copyright. Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of this Agreement.

18.30. Cooperative Purchasing

If applicable, pursuant to Vendor's own governing laws, and subject to agreement of Vendor, 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 Vendor, and County shall not be a party to any transaction between Vendor 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.

19.0 Subcontracts

Vendor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable county, state and federal laws and regulations.

20.0 Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards

Vendor and any of Vendor's Subcontractors shall comply with the requirements set forth in the "Appendix II to Part 200" Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200.

21.0 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements:

Vendor and any of Vendor's Subcontractors shall comply with the requirements set forth in the "2 CFR, Part 200," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 and the Florida Single Audit Act, Florida Statute, Section 215.97.

22.0 Grant Agreement

Vendor must comply with the terms and conditions of the Grant Agreement Number R1176, Exhibit A, and all federal, state, and local laws and regulations applicable to the Agreement.

23.0 Accessible Electronic Information Technology

Vendor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

24.0 Human Trafficking for Nongovernmental Entities

Vendor shall comply with the requirements set forth in Florida Statute Section 787.06.

25.0 No Preference for Social/Political Interests

Pursuant to Section 287.05701, Florida Statutes, considering social, political, or ideological interests in government contracting is prohibited.

26.0 Sovereign Immunity

Nothing contained within the terms of this Agreement shall be deemed to waive any protections afforded under Section 768.28, Florida Statutes, or any similar provisions of law.

27.0 Authority

Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

908 DEVICES INC.

Signature of Witness (1)

Morris Martelle

Printed Name of Witness (1)

Signature of Witness (2)

Magda Sadowski

Printed Name of Witness (2)

BY: _____
KEVIN J. KNOPP, CEO

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2026, by Kevin Knopp as CEO & co founder of 908 Devices who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28th day of April, 2026.

Official use only

NOTARY PUBLIC Signature
Printed Name: Carolyn Ash
Commission No.: SNPC.0189538
Expiration Date: 06/30/2028

CAROLYN E. ASH
Notary Public, State of Connecticut
My Commission Expires 06/30/2028

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Agreement Number: R1176

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. § 200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. § 200.1, "pass-through entity" means "a non-federal entity that provides a subaward to a Subrecipient to carry out part of a federal program."

As defined by 2 C.F.R. § 200.1, "Subrecipient" means "a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award."

As defined by 2 C.F.R. § 200.1, "Federal award" means "federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. § 200.1, "subaward" means "an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Subrecipient's name:	Citrus County, Florida
Subrecipient's unique entity identifier:	H2TGV5FM16F8
Federal Award Identification Number (FAIN):	EMW-2024-SS-05135
Federal Award Date:	9/1/2024 -08/31/2027
Subaward Period of Performance Start and End Date:	11/1/2024 – 08/31/2026
Budget Period Start and End Date:	11/1/2024 – 08/31/2027
Amount of Federal Funds Obligated by this Agreement:	$101,385.00
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	$203,854.82
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	$101,385.00
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.067-Homeland Security Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as "FDEM"), and **Citrus County, Florida**, (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, FDEM serves as the pass-through entity for a federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and FDEM has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below; and,

C. FDEM has statutory authority to disburse the funds under this Agreement.

THEREFORE, FDEM and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Subrecipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by FDEM before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to FDEM.

vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to FDEM.

c. In addition to the foregoing, the Subrecipient and FDEM shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, FDEM's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as FDEM's liaison with the Subrecipient. The Grant Manager for FDEM shall:

i. Monitor and document Subrecipient performance; and,

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. FDEM's Grant Manager for this Agreement is:

Cedric Reese
2555 Shumard Oak Blvd.
Tallahassee, FL. 32399-2100
Telephone: 448-220-7337
Email: Cedric.Reese@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Battalion Chief Thomas Fletcher
1520 N. Meadowcrest Blvd.
Crystal River, FL 34429
Telephone: 352-527-5406
Fax: 352-527-5404
Email: thomas.fletcher@citruscountyfire.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Subrecipient and returned to FDEM for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award. Subrecipients must have an executed agreement by both parties prior to carrying out work, procurement and expending of funds for this agreement and shall comply with all the requirements

in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify FDEM in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior FDEM approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Subrecipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **on November 1, 2024 and shall end August 31, 2026** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Subrecipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Subrecipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. FDEM shall reimburse the Subrecipient only for allowable costs incurred by the Subrecipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$101,385.00**.

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. FDEM shall review any request for reimbursement by comparing the documentation provided by the Subrecipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that FDEM and the Subrecipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then FDEM shall reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. § 207(e)(2)), then FDEM shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-employee agreement, or an established policy of the Subrecipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then FDEM shall reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Subrecipient shall provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. FDEM's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Subrecipient.

j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10) RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and FDEM, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, FDEM, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Subrecipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.

v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from FDEM or the Subrecipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, FDEM shall always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then FDEM shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with

public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF 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) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, FDEM shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R.

§ 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to FDEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FDEM has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by FDEM no later than nine (9) months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to FDEM at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

https://facides.census.gov

h. The Subrecipient shall send any management letter issued by the auditor to FDEM at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. § 200.329, the Subrecipient shall provide FDEM with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by FDEM.

b. Quarterly reports are due to FDEM no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The

ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to FDEM or are not completed in a manner acceptable to FDEM, then FDEM may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to FDEM" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Subrecipient shall provide additional program updates or information that may be required by FDEM.

f. The Subrecipient shall provide additional reports and information identified in Attachment B.

(13) MONITORING.

a. Consistent with 2 C.F.R. § 200.329 the Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by FDEM staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDEM. In the event that FDEM determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by FDEM 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 Florida Chief Financial Officer or Auditor General. In addition, FDEM shall monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold FDEM harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of FDEM but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for

its negligent or tortious acts or omissions which result in claims or suits against FDEM, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of FDEM to make further payment of funds shall terminate and FDEM has the option to exercise any of its remedies set forth in Paragraph (16); however, FDEM may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with FDEM is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with FDEM and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by FDEM;

c. Any reports required by this Agreement have not been submitted to FDEM or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then FDEM shall, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Subrecipient refund to FDEM any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Subrecipient to reimburse FDEM for the amount of costs incurred for any items determined to be ineligible;

f. FDEM may Administratively close an Agreement. FDEM may use the administrative close-out process when a Subrecipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. FDEM shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If FDEM needs to administratively close an agreement, this may negatively impact a Subrecipient's ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop FDEM from pursuing any other remedies in this Agreement or provided at law or in equity. If FDEM waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it shall not affect, extend or waive any other right or remedy of FDEM, or affect the later exercise of the same right or remedy by FDEM for any other default by the Subrecipient.

(17) TERMINATION

a. FDEM may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. FDEM may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. FDEM may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Subrecipient shall not be relieved of liability to FDEM because of any breach of Agreement by the Subrecipient. FDEM may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due FDEM from the Subrecipient is determined.

(18) PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Subrecipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to FDEM, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to FDEM a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. FDEM shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, FDEM shall review the solicitation for compliance with the procurement standards outlined in 2

C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of FDEM in order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of FDEM's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, FDEM shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of FDEM in order to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.

f. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal

laws and regulations, and (iii) the subcontractor shall hold FDEM and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Subrecipient or pass-thru entity shall disclose to FDEM, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Subrecipient.

i. As required by 2 C.F.R. § 200.319(a), the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Subrecipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Subrecipient shall provide information to FDEM as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Subrecipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Subrecipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19)ATTACHMENTS AND EXHIBITS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions

iii. Exhibit 3 – Certification Regarding Lobbying

iv. Attachment A – Program Budget

v. Attachment B – Scope of Work

vi. Attachment C – Deliverables and Performance

vii. Attachment D – Program Statutes and Regulations

viii. Attachment E – Justification of Advance Payment

ix. Attachment F – Warranties and Representations

x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

xi. Attachment H – Statement of Assurances

xii. Attachment I – Mandatory Contract Provisions

xiii. Attachment J – Financial and Program Monitoring Guidelines

xiv. Attachment K – EHP Guidelines

xv. Attachment L – Reimbursement Checklist

xvi. Attachment M– Foreign Country of Concern Attestation – PUR 1355

(20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of FDEM to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from FDEM.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to FDEM grant manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to FDEM for collection, Subrecipient shall pay FDEM a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a FDEM request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of FDEM and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of FDEM from all its obligations to the Subrecipient.

b. The laws of the State of Florida shall govern this Agreement. FDEM and the Subrecipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Subrecipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Subrecipient hereby submits to venue in the county chosen by FDEM, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to FDEM under the terms of this Agreement shall survive the term of this Agreement.

d. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. **In addition, the Subrecipient shall send to FDEM (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Subrecipient plans to fund under this Agreement. The form shall be received by FDEM before the Subrecipient enters into a contract with any subcontractor.**

i. FDEM reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to FDEM or be applied against FDEM's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. FDEM shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by FDEM.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, FDEM may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from FDEM under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, 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 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.

ii. If any funds other than federal appropriated funds have been paid or shall 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."

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

iv. 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.

v. If this subgrant agreement amount is $100,000 or more, the Subrecipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to FDEM for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify FDEM. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. FDEM shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. FDEM shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or

trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Subrecipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall 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 contractor 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.
>
> ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor shall 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 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 contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall 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.

vi. The contractor shall 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 shall 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.

vii. In the event of the contractor'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 contractor 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.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and 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 shall be binding upon each subcontractor or vendor. The contractor shall 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Subrecipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Subrecipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Subrecipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Subrecipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract

shall 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 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 shall 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract shall include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by FDEM. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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 recipient.

If the Subrecipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Subrecipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient shall take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment H.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: CITRUS COUNTY, FLORIDA

By: _____

Name and Title: Steve L. Howard, County Administrator

Date: 1/15/25

FID# 59-6000548

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

for: Name and Title: Kevin Guthrie, Executive Director

Date: 3 March 2025

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program: **HOMELAND SECURITY GRANT PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: $ **101,385.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: HOMELAND SECURITY GRANT PROGRAM

List applicable compliance requirements as follows:

1. Subrecipient is to use funding to perform eligible activities as identified FY 2024 Department of Homeland Security Notice of Funding Opportunity.
2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Subrecipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

Subrecipient: CITRUS COUNTY, FLORIDA

By: _____ Date: 1/15/25

Steve L. Howard, County Administrator

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Subrecipients, as well as their contractors and subcontractors, shall not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2024 or previous years to:

1. Procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend, or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2024 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Subrecipient shall report the information to FDEM:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient

shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subrecipient: CITRUS COUNTY, FLORIDA

By:_____ Date: 1/15/25

Steve L. Howard, County Administrator

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ X This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall 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 shall 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 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 Subrecipients 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.

The Subrecipient or subcontractor, Citrus County, Florida, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/subcontractor's Authorized Official

Steve L. Howard, County Administrator

Name and Title of Subrecipient/subcontractor's Authorized Official

1/15/21

Date

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category shall require the Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

Per § 200.308 (f) Revision of budget and program plans. The Division may restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the project exceeds ten (10) percent of the total budget awarded as last approved by the Division. The Division cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. The ***transfer of funds between the categories*** listed in the "Program Budget and Scope of Work" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

Grant	**FY 2024 Homeland Security Grant Program**	
Recipient Agency	**CITRUS COUNTY FIRE RESCUE-HM4C**	
Category(s)	**Issue Number/Project Title**	**Amount Allocated**
Planning Expenditures		
Organizational Expenditures		
Exercise Expenditures		
Training Expenditures		
Equipment Expenditures		
	Issue #3:SRT Hazmat Sustainment	**$101,385.00**
Management and Administration (up to 5%)		
Total Award	**$101,385.00**	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue #
Developing hazard/threat-specific annexes				
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives				
Developing related terrorism and other catastrophic event prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities				
Materials required to conduct planning, engagement, and volunteer management activities				
Travel/per diem related to planning, engagement, and volunteer management activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Issuance of WHTI-compliant Tribal identification cards				
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs				
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs				
Update governance structures and processes and plans for emergency communications				
Development, and review and revision of continuity of operations plans				
Development, and review and revision of the THIRA/SPR continuity of operations plans				
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities				
TOTAL PLANNING EXPENDITURES			**$**	

Exhibit "A"

Allowable Organizational Activities (HSGP and LETP)	Quantity	Unit Cost	Total Cost	Issue #
Program management				
Development of whole community partnerships				
Structures and mechanisms for information sharing between the public and private sector				
Implementing models, programs, and workforce enhancement initiatives				
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors				
Operational support				
Utilization of standardized resource management concepts				
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event				
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses				
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT				
Cost of migrating online services to the ".gov" domain				
LETP Activities				
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,				
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)				
TOTAL ORGANIZATIONAL EXPENDITURES			**$**	

Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue #
Design, Develop, Conduct and Evaluate an Exercise				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s)				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)				
Interoperable communications exercises				
Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL EXERCISE EXPENDITURES			**$**	
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Full or Part-Time Staff or Contractors/Consultants				
Travel				

Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training exercises				
Interoperable communications training				
Activities to achieve training inclusive people with limited English proficiency				
Immigration enforcement training				
TOTAL TRAINING EXPENDITURES			**$**	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list.	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Personal protective equipment				
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cybersecurity enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
MX908, Mass Spectrometer, Chemical Identifier 07CD-01-DPGC	1	71500	71500	3
Thermo, TVA-2020, Maintenance Agreement 21GN-00-MAIN	1	2200	2200	3
Drager CWA set I, Set IV detector tubes 07CD-01-KCTC	5	440	2200	3
Drager CWA set I, Set IV detector tubes 07CD-01-KCTC	5	440	2200	3
SAM940, Maintenance Agreement 21GN-00-MAIN	1	1540	1540	3
Smith's LCD 3.3, Maintenance Agreement 21GN-00-MAIN	1	1925	1925	3
Smith's LCD 3.3, Sieve Packs 21GN-00-MAIN	2	1815	3630	3
Smith's ID Elite, Maintenance Agreement 21GN-00-MAIN	1	6600	6600	3

M256 WMD Kit 07CD-01-KCTC	2	330	660	3
Smith's GasID, Maintenance Agreement 21GN-00-MAIN	1	6050	6050	3
Biocheck 20/20 Biological Powder Test 07CD-01-KCTC	1	880	880	3
Shipping 21GN-00-SHIP	1	2000	2000	3
Decontamination Equipment				
Medical supplies				
Power equipment (generators, batteries, power cells)				
CBRNE Reference Materials				
CBRNE Incident Response Vehicles				
Terrorism Incident Prevention Equipment				
Physical Security Enhancement Equipment				
Inspection and Screening Systems				
Animal Care and Foreign Animal Disease				
CBRNE Prevention and Response watercraft				
CBRNE Prevention and Response Unmanned Aircraft				
CBRNE Aviation Equipment				
CBRNE Logistical Support Equipment				
Intervention Equipment (e.g., tactical entry, crime scene processing)				
Critical emergency supplies				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EQUIPMENT EXPENDITURES			**$101,385.00**	
Eligible Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements				

Time & Effort documentation shall be required for hired staff. ***Contract between the organization and contractor/consultant shall be required for reimbursement.***				
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.				
Travel expenses				
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes				
Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				
Completing the Civil Rights Evaluation Tool				
Conducting activities related to evaluating project effectiveness for HSGP-funded projects				
TOTAL M&A EXPENDITURES			**$**	
TOTAL AWARD EXPENDITURES			**$101,385.00**	

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ATTACHMENT B

SCOPE OF WORK

Subrecipients must have an executed agreement by both parties prior to carrying out work and expending of funds for this agreement and shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All Subrecipients must comply with any such requirements set forth in the OFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2024 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. **Issue and Project Description: Issue #3: Hazmat Sustainment:** This project supports the on-going sustainment and maintenance of advanced critical detection equipment used by Type I CBRNE Haz Mat Teams to respond to, monitor, and in some cases mitigate acts of terrorism associated with CBRNE. This is a reoccurring project directly associated with the health and safety of the first responders and the public by quickly detecting and then identifying what may be immediately hazardous to life and health. The equipment meets the criteria as set forth for a Type I CBRNE capable Hazardous Materials Response Team.

II. **Categories and Eligible Activities**
FY 2024 HSGP allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. **Allowable Planning Related Costs**

HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*. Planning efforts may include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities;
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives;
- Developing related terrorism and other catastrophic event prevention activities;
- Developing and enhancing plans and protocols;
- Developing or conducting assessments;
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Materials required to conduct planning activities;
- Travel/per diem related to planning activities;
- Overtime and backfill costs (in accordance with operational Cost Guidance);
- Issuance of WHTI-compliant Tribal identification card;
- Activities to achieve planning inclusive of people with disabilities and others with access and functional needs;
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs;

- Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs
- Update governance structures and processes and plans for emergency communications;
- Development, and review and revision of continuity of operations plans;
- Development, and review and revision of the THIRA/SPR continuity of operations plans;
- Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities
- Activities to achieve planning inclusive of people with limited English proficiency.

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

B. **Allowable Organization Related Costs (HSGP and UASI Only)**

Sub-Recipients proposed expenditures of HSGP or UASI funds to support organization activities include:

- Program Management;
- Development of whole community partnerships;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives;
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)
- Migrating online services to the ".gov" internet domain; and
- Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), HSGP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by HSGP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

    - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
    - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

- Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.
- Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT

Intelligence Analyst Activities Allowable Costs (HSGP and UASI)
All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and Migrating online services to the ".gov" internet domain.

The following analytic courses have been reviewed for compliance with the *Common Competencies for State, Local, and Tribal Intelligence Analysts* and approved by FEMA for inclusion in the FEMA National Preparedness Directorate (NPD), National Training and Education Division (NTED) Course Catalog and the FEMA NPD, NTED State and Federal Sponsored Course Catalog.

These courses also meet analytic training requirements for fusion center analysts set forth in the Homeland Security Grant Program (HSGP):

- DHS Basic Intelligence and Threat Analysis Course (BITAC) (DHS-008-PREV)
- DHS Critical Thinking and Analytic Methods (CTAM) (AWR-231)
- DHS Introduction to Risk Analysis Course
- DHS Intermediate Risk Analysis Course
- DHS Principles of Intelligence Writing and Briefing (PIWB) (PER-301)
- Foundations in Intelligence Analysis Training (FIAT) (WV-001-PREV)
- Fundamentals of Suspicious Activity Reporting Analysis (DHS-034-PREV)
- Intelligence Analyst Professional Development Program (IAPDP) – Texas (DHS-032-PREV)
- Intermediate Fusion Center Analyst Training: Analysis and Terrorism Prevention (CA-026-PREV)
- Intermediate Fusion Center Analyst Training: Strategic Analysis and Oral Briefings (CA-025-PREV)
- Law Enforcement Analyst Program (FL-002-PREV)
- ODNI Analysis 101 (DHS-007-PREV)
- Suspicious Activity Reporting: The Analytic Role (DHS-035-PREV)
- Terrorism Intelligence Analysis (CA-018-PREV)

States and Urban Areas must justify proposed expenditures of HSGP or UASI funds to support organization activities within their IJ submission. All Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation under 6 U.S.C. § 609(b)(2)(B).. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

Organizational activities under HSGP and UASI include:

Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs

are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP Sub-Recipients are urged to consider using grant funding to support soft target preparedness activities. HSGP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited below:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Participation in Regional Resiliency Assessment Program (RRAP) activities;
- Public safety overtime;
- Title 32 or State Active-Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package);
- Increased border security activities in coordination with CBP;
- National Terrorism Advisory System;
- Designated National Security Events;
- Special Event Assessment Rating (SEAR) Level 1 through 4 Events
- States of Emergency;
- National Critical Infrastructure Prioritization Program (NCIPP);
- Directed Transit Patrols; and
- Operational Support to a Federal Agency.

Operational Overtime Requests:

- Except for an elevated NTAS alert, HSGP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

Personnel Costs (HSGP and UASI)
Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with HSGP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWICs).

Sub-Recipients should refer to **Information Bulletin No. 421b**, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110–412 – the PRICE Act), October 30, 2019. HSGP funds may not be used to support the hiring of any personnel to fulfil traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

The following definitions apply to personnel costs:

- ***Hiring.*** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- ***Overtime.*** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- ***Backfill-Related Overtime.*** Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

C. **Allowable Organization Related Costs (OPSG)**

Personnel Costs: OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds shall be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Temporary or Term Appointments

- Sub-Recipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
    - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
    - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
    - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of the Preparedness Grants Manual and the HSGP NOFO.
- In addition to these terms Sub-Recipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Operational Overtime Costs: OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Unallowable Costs (OPSG)
OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. Additional unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant

inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs, and exercise expenses are prohibited under OPSG.

D. **Management and Administration (M&A)**

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.
Allowable M&A activities include:

- Hiring of full-time or part-time staff or contractors/consultants:
  - To assist with the management of the respective grant program.
  - To assist with application requirements.
  - To assist with compliance reporting and data collection requirements.
- Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls
- Overtime and backfill costs
- Travel
- Meeting related expenses
- Authorized office equipment
- Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program
- Leasing or renting of space for newly hired personnel during the period of performance of the grant program
- Completing the Civil Rights Evaluation Tool
- Conducting activities related to evaluating project effectiveness for HSGP-funded projects

Management and Administration (M&A) (OPSG)
Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to Sub-Recipients. This funding must be deducted in an equal percentage from each Sub-Recipient. Sub-Recipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the Sub-Recipient's subaward. Friendly forces are local law enforcement entities that are subordinate Sub-Recipients under OPSG. In other words, friendly forces are entities that receive a subaward from a Sub-Recipient under the OPSG program. Friendly forces must comply with all requirements of Sub-Recipients under 2 C.F.R. Part 200.

E. **Allowable Equipment Related Costs (SHGP and UASI)**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at https://www.fema.gov/authorized-equipment-list. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but only if they first seek and obtain prior approval from FEMA. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who

administer Federal funds from HHS for this purpose. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

Allowable Equipment (OPSG)
OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

  "Purchased with DHS funds for Operation Stonegarden Use"

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of fuel and mileage costs in support of operational activities.

- **Vehicle and Equipment Acquisition, Including Leasing and Rentals:** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.

- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

Additional Equipment Information

FEMA Policy 207-22-0002: **Prohibited or Controlled Equipment Under FEMA Awards** establishes both a prohibited equipment list and a controlled equipment list.

Prohibited Equipment List: Identifies items that are prohibited from purchase under FEMA awards. The list also includes exceptions for otherwise prohibited items that are allowable under certain circumstances, as well as procedures for obtaining FEMA approval for those items. Subrecipients should refer to applicable program guidance or contact appropriate SAA program staff to determine whether a particular type of equipment is allowable under a specific grant program. The list of prohibited items includes, but is not limited to:

- Weapons, weaponized aircraft, vessels, and vehicles of any kind
- Weaponized drones and weapons systems
- Ammunition
- Camouflage uniforms
- Explosives
- Armored and Tactical Vehicles, with certain exceptions

Controlled Equipment List: Identifies certain items that may only be purchased with FEMA awards if additional certifications and controls are imposed on their acquisition or use. Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact applicable SAA program staff to determine if a particular type of equipment is allowable under that program. The list of controlled items includes, but is not limited to:

- Manned Aircraft, Fixed and Rotary Wing
- Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS)
- Kinetic Entry/Breaching Apparatus

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

Grant subrecipients may not modify equipment acquired using federal resources in a manner that would cause it to be considered prohibited equipment. In addition, grant recipients and subrecipients may not modify equipment acquired using federal resources that would cause it to be considered controlled equipment, absent specific written approval from FEMA and adherence to all relevant requirements.

Grant funds under this program must comply with the aforementioned FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards. As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

F. Unallowable Equipment Costs (HSGP, UASI and OPSG)

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

G. Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426 and IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

H. Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

Prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, Sub-Recipients should seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Sub-Recipients should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. For further information please see the DHS press release on this topic: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

I. Allowable Training Related Costs (SHGP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the HSGP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation (ADDIE) model of instructional design. Allowable training activities include:

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities and others with access and functional needs
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduction of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Preparedness training for community preparedness initiatives and programs

- Interoperable communications training
- Activities to achieve training inclusive of people with limited English proficiency
- Immigration enforcement training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy IB 432, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, Tribal entities and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) Training Partner Programs (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium (NDPC), Rural Domestic Preparedness Consortium (RDPC), and training partners through the Continuing Training Grants program.

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of

Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2024 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at https://www.firstrespondertraining.gov/frt/webforms in order to support grantees in their own tracking of training deliveries.

FDEM State Training Office Conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient shall provide FDEM with a certificate of course completion; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient shall provide FDEM with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient shall request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient shall provide a copy of the course materials and sign-in sheets.
- The number of participants shall be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then FDEM shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) Integrated Preparedness Plan (IPP) reflecting the training.

Certain training activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

J. **Allowable Exercise Related Costs**

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. Allowable exercise activities include:

- Design, Develop, Conduct, and Evaluate an Exercise
- Full or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP

- Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high risked urban areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high risked urban areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- ***Validating Capabilities.*** Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in an IPP.

- ***Special Event Planning.*** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the IPP. States must include all confirmed or planned special events in the IPP. The state or Urban Area may plan to use HSGP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.

- ***Regional Exercises.*** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the IPP.

- ***Role of Non-Governmental Entities in Exercises.*** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) IPP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient shall provide FDEM with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.

- In order the receive payment for successfully conducting an authorized exercise, the Sub-Recipient shall provide FDEM with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) IPP reflecting the exercise.*

- If you require food/water for this event, the request shall come FDEM within 25 days prior to the event, in the following format:

  Exercise Title:
  Location:
  Exercise Date:
  Exercise Schedule:
  Estimated Number of Participants that will be fed:
  Estimated Cost for food/water:
  Description of the Exercise:

Certain exercise activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

K. **Maintenance and Sustainment (SHSP, UASI, and OPSG)**

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, under all active and future grant awards, unless otherwise noted in the program-specific NOFO. These contracts may exceed the POP if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the POP of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical

resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

L. **Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs**

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analysts training and salaries;
- Coordination between fusion centers and other intelligence, operational, analytic, or investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism;
- Support for coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events;
- Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability deployment, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties.
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.
    - Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by FEMA.
- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations;
- Development of countering violent extremism programs, projects, and initiatives, addressing prevention, intervention, and diversion efforts, including training on roles of law enforcement and how to effectively partner with law enforcement; developing and promoting training specifically for law enforcement executives and frontline officers on potential behaviors and indicators of violent extremism and how to appropriately analyze and report them; supporting community and law enforcement engagement strategies such as table top exercises,

roundtable events, town hall meetings, and peer to peer activities; funding for existing and/or expansion of law enforcement community relations efforts, support for the development of community engagement plans, and joint projects to increase the awareness of violent extremist threats and community mitigation solutions;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative; and
- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats.

M. Law Enforcement Readiness (SHSP, UASI, and OPSG)

SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

N. Regional Border Projects (OPSG)

Sub-Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
  - o Intelligence analysts
- Situational Awareness equipment:
  - o License Plate Reader Networks
  - o Visual detection and surveillance systems
  - o Sensor Systems
  - o Radar Systems (for air and/or marine incursions)
  - o Aircraft systems (manned or unmanned)

O. Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over $100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies

under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

P. **Construction and Renovation (SHSP and UASI)**

Project construction using SHSP and UASI funds shall not exceed the greater of $1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients shall submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients shall ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

Recipients using funds for construction projects shall also comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, when

necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1)applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Q. Communications Towers

When applying for funds to construct communication towers, Sub-Recipients shall submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with an EHP Screening Form and supporting materials for EHP review.

R. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify FDEM immediately if the equipment is destroyed, lost, or stolen.

S. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: HTTPs://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources onhttp://www.lep.gov.

T. National Incident Management System (NIMS) Implementation (HSGP, OPSG, UASI only)

NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. and Sub-Recipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

U. FirstNet

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with

network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. Sub-Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

V. SAFECOM

All Sub-Recipients using preparedness grant funding to support emergency communications investments are required to comply with the SAFECOM Guidance. Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

W. Cybersecurity

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Sub-Recipients of FY 2024 HSGP grant awards will be required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The NCSR is an annual requirement and Sub-Recipients must complete the first available NCSR offered after this subaward has been issued.

X. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Subrecipient's local procurement policy.

Subrecipients must have an executed agreement by both parties prior to carrying out procurement under this agreement. In addition, proper procurement methods must be utilized and conducted prior to any funds (Advance and Reimbursements) being reimbursed. If this step is incomplete, remedies will be taken that may include delays in payments.

To the extent that one standard is more stringent than another, the Subrecipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Subrecipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to $2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes
$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> $35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: $35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

FDEM shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, FDEM shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of FDEM in order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications.

FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of FDEM's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:
Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to FDEM supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.

- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the "best value" to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a "best value" basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed $1 million require a Florida Certified Contract Negotiator. Contracts more than $10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website will not be accepted as it discourages true competition. Effective FY2024 such postings must be via a public forum for example the Florida Administrative Registry, local newspaper, etc.

FDEM shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from FDEM, the Sub-Recipient must provide FDEM with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by FDEM, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by FDEM of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services

information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

Y. **Piggybacking**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to FDEM and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by FDEM. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes
Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

Z. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to FDEM. Below are common noncompetitive pricing practices:

- **Bid rigging**: Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression**: Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding**: Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- **Bid rotation**: A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

Z.1 Unique Entity Identifier and System for Award Management (SAM)

Sub-Recipients for this award shall:

- Apply for a USI Number in SAM;
- Provide a valid UEID/SAM number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.
- FDEM may not make subawards unless the subrecipient has obtained and provided the UEI.

Z.2 Reporting Requirements

1. **Quarterly Programmatic Reporting:**
   The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.
   - If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.

- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
    - Based on the FDEM's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to FDEM.
    - Sub-Recipients shall only be allowed one opportunity to appeal.
    - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. **Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):**
After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June 30 and July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. **Reimbursement Requests:**
A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. **Close-out Programmatic Reporting:**
The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. **Administrative Closeout**
An administrative closeout may be conducted when a recipient is not responsive to FDEM's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

Z.3. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to FDEM. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

Z.4. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Cedric Reese FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (448) 220-7337 Cedric.Reese@em.myflorida.com	Shempekka Mosely FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4305 Shempekka.Mosely@em.myflorida.com

Z.5. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

Z.6. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

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ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Non-Profit Security Grant Program (NSGP): NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific UASI-eligible Urban Areas and State Identified Areas.

Planning Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Subrecipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual eligible costs for contracted security personnel.

Equipment Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of purchasing an item identified in the approved Investment Justification and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The two allowable equipment categories and equipment standards for NSGP are listed on the following website: http://www.fema.gov/authorized-equipment-list. In addition, agencies shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Training Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The DHS course catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Subrecipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Integrated Preparedness Plan (IPP), and B) County or Regional TEP for the region in which the Subrecipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. For the purposes of this Agreement, any security-related exercise which is compliant with HSEEP standards and contained in the State of Florida IPP qualifies as an authorized exercise. The Subrecipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Management & Administration Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a planning initiative that is in line with Attachment B (Scope of Work) and also with guidance outline in the FY 2024 NSGP Notice of Funding Opportunity (NOFO) located at https://www.fema.gov/grants/preparedness/nonprofit-security/fy-23-nofo.

Costs for allowable items shall be reimbursed if incurred and completed within the period of performance, in accordance with the Budget and Scope of Work, Attachments A and B of this agreement.

ATTACHMENT D

Program Statutes and Regulations

1) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
2) General Acknowledgements and Assurances 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.10.
3) Acknowledgement of Federal Funding from DHS.
4) Activities Conducted Abroad.
5) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
6) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
7) Chapter 473, Florida Statutes
8) Chapter 215, Florida Statutes
9) Chapter 252, Florida Statutes
10) Best Practices for Collection and Use of personally Identifiable Information
11) Title VI of the Civil Rights Act of 1964 and (Limited English Proficiency) 42 U.S.C. § 2000d *et seq.*
12) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
13) Copyright notice 17 U.S.C. §§ 401 or 402
14) Debarment and Suspension Executive Orders 12549 and 12689
15) Drug Free Workplace Act of 1988 41 U.S.C. § 8101-8106
16) Duplicative Costs 2 C.F.R. § 200.403 (f)
17) Education Amendments of 1972 -Title IX 20 U.S.C. § 1681 et seq. 6 C.F.R Part 17 and 44 C.F.R Part 19g and Criminal
18) E.O. 14074-Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Section 12 (c) of E.O. 14074
19) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
20) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
21) Federal Debt Status OMB Circular A-129
22) Federal Leadership on Reducing Text Messaging While Driving Section 3(a) E.O. 13515
23) Fly America Act of 1974 49 U.S.C. § 49 U.S.C. § 40118 and Comptroller General Decision B-138942.
24) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
25) John S. McCain National Defense Authorization Act of Fiscal Year 2019 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
26) Lobbying Prohibitions 31 U.S.C. § 1352 and 6 C.F.R. Part 9
27) National Environmental Policy Act 42 U.S.C § 4321 et seq.
28) Nondiscrimination in Matters Pertaining to Faith-Based Organizations 6 C.F.R. Part 19
29) Non-Supplanting Requirement
30) Notice of Funding Opportunity Requirements
31) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq. and 37 C.F.R Part 401 and §401.14
32) Procurement of Recovered Materials 42 U.S.C § 6962, 2 C.F.R. §200.323, 40 C.F.R. Part 247 and section 6002 of Solid Waste Disposal Act
33) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
34) Reporting of Matters Related to Recipient Integrity and Performance 2 C.F.R. Part 200 Appendix XII
35) Reporting Subawards and Executive Compensation 2 C.F.R. Part 170 Appendix A
36) Required Use of American Iron, Steel, Manufactured Products, and Construction Materials 2 C.F.R. § 184.3
37) Safecom
38) Terrorist Financing E.O. 13224
39) Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. § 7104 and 2 C.F.R. § 175.15
40) Unique Entity Identifier and System of Award Management 2 C.F.R. Part 25, Appendix A
41) USA Patriot Act of 2001 18 U.S.C. § 175-175c
42) Use of DHS Seal, Logo and Flags

43) Whistleblower Protection Act 10 U.S.C. § 470141 and 41 US.C. § 4712
44) Environmental Planning and Historic Preservation (EHP) Review
45) Applicability of DHS Standard Terms and Conditions to Tribes
46) Disposition of Equipment Acquired Under the Federal Award 2 C.F.R. section 200.313
47) 53 Federal Register 8034
48) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
49) Section 287.138, Florida Statutes

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ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP and vendor selection, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

Please Note: Only one (1) advance payment is allowed for the entire grant award.

[ ] **ADVANCE REQUESTED (Advance payments can be approved up to fifty percent of the award amount.)**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide FDEM reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to FDEM Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

_____

_____

The purpose for an advance payment is to assist in the startup of all equipment projects, not partial and shall be considered on a case by case basis. An advance payment is also contingent upon performance measures being met. EHP and vendor selection shall be completed and approved by FEMA and the Division prior to advance *

Signature of Subrecipient

_____ Date: _____

Name and Title of Subrecipient

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Subrecipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:
Monday - Friday from 8am - 5pm

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for the particular work for which they are hired by the Subrecipient.

ATTACHMENT G

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Subrecipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

_____

By: _____ _____
Signature Subrecipient's Name

_____ _____
Name and Title FDEM Agreement Number

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Subrecipients shall comply with any such requirements set forth in the program NOFO.

All Subrecipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Subrecipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Subrecipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Subrecipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient shall submit timely, complete, and accurate reports to FDEM and maintain appropriate backup documentation to support the reports. Subrecipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

4. Subrecipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Subrecipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Subrecipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Subrecipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

   a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
   b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
   c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
   d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
   e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Subrecipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) 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 shall be 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, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient shall be 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. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall 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 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement

programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

standard work week of forty (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 forty (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 shall 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.

(F) Rights to Inventions Made Under a Contract or Agreement. 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 that "funding agreement," the recipient or Subrecipient shall 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) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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." The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Subrecipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. FDEM has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Nonprofit Security Grant Program (NSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Subrecipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, FDEM has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FDEM shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit FDEM, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to FDEM's requests for information relating to the award.

Monitoring Selection and Scheduling:
Each year FDEM shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Subrecipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:
Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Subrecipient agencies by FDEM representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Subrecipients shall be required to participate in desk top monitoring as determined by FDEM. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Subrecipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Subrecipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by FDEM or designated personnel. On-site monitoring visits shall be scheduled in advance with the Subrecipient agency POC designated in the grant agreement.

FDEM shall also conduct coordinated financial and grant file monitoring. If utilizing a 3rd party consultant, the Subrecipient must have a member of the organization in attendance during desktop and onsite monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol
On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation
A letter shall be sent to the Subrecipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit
Once FDEM personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

FDEM personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit
FDEM personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Subrecipient. The Subrecipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Subrecipient's file.

Monitoring Responsibilities of Pass-thru Entities
Subrecipients who are pass-through entities are responsible for monitoring their Subrecipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Subrecipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are fifty (50) years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects shall be submitted to FEMA for EHP review.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to FDEM within forty-five (45) days. If the forty-five (45) days has passed, the Subrecipient will receive a noncompliance letter that states remedies that may result the forfeiture of the agreement.***

EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Subrecipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Ms. Felicia Pinnock
Bureau of Preparedness – Domestic Security
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4343
Felicia.Pinnock@em.myflorida.com

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Subrecipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

[Remainder of page intentionally left blank]

ATTACHMENT L
REIMBURSEMENT CHECKLIST

PLANNING

☐ 1. Does the amount billed by consultant add up correctly?

☐ 2. Has all appropriate documentation to denote hours worked been properly signed?

☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Subrecipient or contractor/consultant of Subrecipient, an agenda and signup sheet with meeting date

☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 5. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

TRAINING

☐ 1. Is the course DHS approved?

☐ 2. Is there a course or catalog number?

☐ 3. If not, has FDEM approved the non-DHS training?

☐ 4. Have Sign-In Sheets, Rosters, Certificate of Completion and Agenda been provided?

☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
_____ Have documentation from entity's financial system been provided as proof attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)

Exhibit "A"

_____ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement

☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
_____ Situation Manual
_____ Exercise Plan

☐ 2. If exercise has been conducted are the following included:
_____ After-action report
_____ Sign-in sheets
_____ Agenda
_____ Rosters

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc.) in support of the exercise? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement

☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 2. Has an AEL # been identified for each purchase?
☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

☐ 4. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement

☐ 5. If EHP form needed, has a copy of the approval DHS been included?

☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotes (signed and dated by the vendor), bid tabulation page)

TRAVEL/CONFERENCES

☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
_____ Airplane receipts
_____ Proof of mileage (Google or Yahoo map printout or mileage log)
_____ Toll and/or Parking receipts
_____ Hotel receipts (is there a zero balance?)
_____ Car rental receipts
_____ Registration fee receipts
_____ Note: Make sure that meals paid for by conference are not included in per diem amount

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement
_____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.

2. Has proof for time worked by the employee been included? Is time period summary included?
_____ Statement of Earnings
_____ Copy of Payroll Check
_____ Payroll Register
_____ For fusion center analysts, have the certification documents been provided to FDEM to demonstrate compliance with training and experience standards?
_____ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to FDEM to demonstrate compliance with performance measurement requirements?

ORGANIZATION

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

_____ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours worked or a signed & certified invoice that reflects the name and number of hours worked) ***A signed contract between subrecipient and vendor shall be provided that outlines the agreement – SOW that includes the description, POP dates, number of officers, hourly rate, frequency (Dates), price etc...)***

M&A

☐ 1. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
__ Competitive bid results (e.g. Quotes (Signed and dated for the selected vendor), bid tabulation page)

☐ 2. Has time & effort documentation been submitted? Is a time summary included? (Signed & certified timesheets reflecting the name and number of hours worked or a signed & certified invoice that reflects the name and number of hours worked)

☐ 3. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Copy of paycheck if reimbursed through payroll

☐ 4. If billing for M&A, the subrecipient must provide a ***signed contract between the subrecipient and vendor that outlines the agreement – SOW that includes the description, POP dates, hours worked, frequency (Dates), price, etc...)** *

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

☐ 1. Have all relevant forms been completed and included with each request for reimbursement)?
☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on all Forms submitted match?

☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?

☐ 5. Do all paid invoices show a $0.00 balance?

☐ 6. Has the Quarterly Reports and Reimbursement Form been signed by the Grant Manager and Financial Officer?

☐ 7. Has the reimbursement package been entered into Subrecipients records/spreadsheet?

☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?

☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?

☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT M
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Steve L. Howard

Title: County Administrator

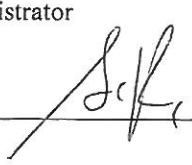
Signature:  Date: 1/15/25

Exhibit "B"

Commodity Description and Pricing

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MX908, Handheld Mass Spectrometer, Chemical Identifier to include Chemical Training kit	1	ea	$79,006.95	**$79,006.95**
2	Foam tipped Applicator Swabs, 6 inch (15 cm), plastic shaft, MX908 (50 count box)	1	box	$43.56	**$43.56**
3	Extended Vapor Probe, coiled tubing, extendable from 2'-5', MX908	1	ea	$202.95	**$202.95**
4	Core clear & charge station, MX 908, plus dual-bay battery charger	1	ea	$4,059.00	**$4,059.00**
5	Trace sampling swabs, MX908, (100 swab count)	1	ea	$197.01	**$197.01**
6	Shipping & Handling to: Citrus County Fire Rescue, 1520 North Meadowcrest Blvd., Crystal River, FL 34429	1	ea	$200.00	**$200.00**
			Total		**$83,709.47**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	PB 26-128 Purchase of Fire and EMS Apparatus on Florida Sheriff's Association contract FSA25-VEF19.0; Ten-8 Fire & Safety, LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

This item requests Board approval to engage Ten-8 Fire & Safety, LLC to provide for the purchase of one (1) Fire Apparatus (Fire Engine) and two (2) EMS Apparatus (Ambulance) for the Department of Fire Rescue for the replacement of aging frontline units using the Florida Sheriff's Association contract
FSA25-VEF19.0. The fire engine and both ambulance replacements were approved in the FY26 CIP.

The Department has identified the need for the replacement of these aging frontline apparatus' to better serve the citizens of Citrus County, with a target order date before May 31, 2026, to avoid an upcoming vendor-scheduled price increase. Timely approval is critical, as fire apparatus manufacturing timelines currently extend multiple years, and ambulance manufacturing timelines continue to increase. Any delay in procurement will impact the department's ability to maintain reliable frontline response capabilities and the department's ability to maintain reliable EMS transport capabilities and meet service demands of the community.

The total cost for the purchase of the Fire Apparatus is $825,500 and is funded through the Fire Services Vehicle Trust Fund. The total cost for the purchase of the two (2) EMS Apparatus is $724,802 and is funded through the EMS vehicle Trust Fund. The department intends to utilize the Florida Sheriffs Association Cooperative Purchasing Contract to complete this purchase. Approval of this item will allow the County to secure these essential emergency response vehicles at the current contract pricing, avoid continued cost escalation in the emergency vehicle market, and prevent significant delays associated with a full competitive solicitation process.

The Board is advised that the Florida Sheriff's Association contract terms and conditions do contain DEI and EEO language that are contrary to Executive Order 14173. The Limited Warranty and Limited Liability provisions are contrary to County policy and the FSA agreement. The Termination provision is contrary to County policy and the FSA agreement and Ambulance Sales cannot be canceled or terminated.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3215-56400	Machinery & Equipment	$1,678,558	$489,188	$0	$1,189,370
4181-56400	Machinery & Equipment	$1,226,520	$572,520	$0	$ 654,000
4181-61000	Reserved Budget Fund Balance	$ 39,480	$0	$0	$ 39,480
4180-61000	Reserved Budget Fund Balance	$ 201,226	$0	$0	$ 201,226

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Equipment Proposal between Citrus County, Florida and Ten-8 Fire & Safety, LLC for the purchase of a new fire engine to replace the aging frontline apparatus at a cost of $825,500.

b. Approve and Authorize the Chairman to execute the Equipment Proposal between Citrus County, Florida and Ten-8 Fire & Safety, LLC for the purchase of two (2) new ambulances to replace the aging frontline apparatus' at a cost of $724,802.

c. Approve related budget resolution **(Craig Stevens, Fire Chief)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS
2. Equipment Proposal #1280-Fire Engine
3. Equipment Proposal #J3950-Ambulances
4. 05.26.26-26res Fire

PIGGYBACK AGREEMENT
APPROVAL TO PURCHASE FORM

Use this form to purchase a product or service by piggybacking an Agency term contract, a State of Florida Contract, or a Cooperative Purchasing Contract.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

PRODUCT OR SERVICE: (Two lines maximum) FIRE ENGINE & AMBULANCE REPLACEMENT

DEPARTMENT / DIVISION: FIRE RESCUE

ACCOUNT NUMBER: (Four lines maximum) PLEASE SEE BELOW **BUDGET AMOUNT:** PLEASE SEE BELOW

PIGGYBACKING STATE OF FLORIDA TERM CONTRACT? YES ☐ NO ☑

IF YES, PROVIDE THE CONTRACT NUMBER:

PIGGYBACKING ANOTHER GOVERNMENT AGENCY'S CONTRACT? YES ☑ NO ☐

IF YES, PROVIDE THE FOLLOWING INFORMATION:

Contract / Bid Number: FSA25-VEF19.0 **Contact Name:**

Agency Name: FL SHERIFF'S ASSOC **Contact Phone or E-mail:**

PIGGYBACKING A COOPERATIVE PURCHASING CONTRACT YES ☐ NO ☑

IF YES, PROVIDE THE FOLLOWING INFORMATION:

Contract / Bid Number: **Contact Name:**

DESCRIBE THE PRODUCT OR SERVICE THAT YOU ARE PURCHASING – LIST THE VENDORS OR CONTRACTORS AND THEIR QUOTES – GIVE RECOMMENDATION OF AWARD:
(Attach copies of the quotes and any other supporting documentation)

PURCHASE OF ONE NEW FIRE ENGINE AND TWO NEW AMBULANCES TO REPLACE AGING APPARATUS UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOP PURCHASING CONTRACT. FIRE RECOMMENDS PURCHASING APPARATUS FROM TEN-8 FIRE AND SAFETY. QUOTES ATTACHED

ACCOUNT NUMBER: 3215-56400 BUDGET AMOUNT: $1,189,370
ACCOUNT NUMBER: 4181-56400 BUDGET AMOUNT: $654,000
ACCOUNT NUMBER: 4181-61000 BUDGET AMOUNT: $39,480
ACCOUNT NUMBER: 4180-61000 BUDGET AMOUNT: $201,226

REQUESTOR _____ **DATE** 4/22/26

DIVISION DIRECTOR (Required regardless of cost) _____ **DATE** 4/22/26

DEPARTMENT DIRECTOR (Required if cost is > $5,000) _____ **DATE** 4/22/2026

PURCHASING & CONTRACTS MANAGER _____ **DATE** 4/23/24

Outlook

Fwd: Agenda Information for Apparatus Purchase

From Greg C . Ellis <Greg.Ellis@citruscountyfire.com>
Date Wed 4/22/2026 3:37 PM
To Nicole U. Heatley <Nicole.Heatley@citruscountyfire.com>

4 attachments (747 KB)
Ten-8 Equipment Proposal Citrus County 3.5.2026.pdf; Citrus County updated proposal.pdf; Updated CCFR Options list.pdf; image001.jpg;

Apologies for any spelling and grammar issues. This email was sent from my phone.

Greg Ellis
Division Chief of Administration
Citrus County Fire Rescue
Direct: 352.422.0768

Begin forwarded message:

From: "Greg C . Ellis" <Greg.Ellis@citruscountyfire.com>
Date: April 22, 2026 at 9:11:00 AM EDT
To: "Linda L. Morse" <linda.morse@citrusbocc.gov>
Cc: Craig Stevens <craig.stevens@citruscountyfire.com>, "Cortney K. Marsh" <CORTNEY.MARSH@citruscountyfire.com>, Mariselle Rodriguez <mariselle.rodriguez@citrusbocc.gov>, "Leigha M. Utter" <leigha.utter@citrusbocc.gov>
Subject: Agenda Information for Apparatus Purchase

Good morning, Linda,

To follow up on our conversation this morning, we would like to request that the attached quotes proceed through the purchasing process, similar to what Bryan Cope completed with the Solid Waste trash compactor. **If the attached quote for the engine is not accepted within 30 days, there will be a 1% price increase ($9,800), so any assistance with getting this on the May 12 agenda is greatly appreciated.** Please let me know if we can assist with any part of this.

FIRE APPARATUS

- Agenda Overview Statement:
  - Fire Rescue requests approval to purchase a new fire engine to replace aging frontline apparatus. This fire engine replacement was approved in the FY26 CIP. This unit is funded through the Fire Services Vehicle Trust Fund.
    The department intends to utilize the Florida Sheriffs Association Cooperative Purchasing Contract to complete this purchase. Approval of this item will allow the County to secure this essential emergency response vehicle at the current

contract pricing, avoid continued cost escalation in the fire apparatus market, and prevent significant delays associated with a full competitive solicitation process.
Timely approval is critical, as fire apparatus manufacturing timelines currently extend multiple years, and any delay in procurement will impact the department's ability to maintain reliable frontline response capabilities.

- Budget Impact/Funding Source

Account Number	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3215-56400	Machinery & Equipment	$1,678,558	$489,188	$0	$1,189,370

EMS APPARATUS

- Agenda Overview Statement:
  - Fire Rescue requests approval to purchase two new ambulances to replace aging frontline rescue units. Both ambulance replacements were approved in the FY26 CIP and are funded through the EMS Vehicle Trust Fund.
    The department intends to utilize the Florida Sheriffs Association Cooperative Purchasing Contract to complete this purchase. Approval of this item will allow the County to secure these essential emergency response vehicles at the current contract pricing, avoid continued cost escalation in the emergency vehicle market, and prevent significant delays associated with a full competitive solicitation process.
    Timely approval is critical, as ambulance manufacturing timelines continue to increase, and any delay in procurement will impact the department's ability to maintain reliable EMS transport capabilities and meet service demands for the community.
- Budget Impact/Funding Source

Account Number	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4181-56400	Machinery & Equipment	$1,226,520	$572,520	$0	$654,000
4181-61000	Reserve Budget Fund Balance	$39,480	$0	$0	$39,480
4180-61000	Reserve Budget Fund Balance	$201,226	$0	$0	$201,226

Thank you in advance,

Greg Ellis
Division Chief of Administration | Citrus County Fire Rescue
Website: www.citruscountyfire.com
Phone: 352.527.7622 | Cell: 352.422.0768
Email: Greg.Ellis@citrusfire.gov
1520 N Meadowcrest Blvd | Crystal River, FL 34429

"Dedicated to Exceptional Service through Prevention, Response, and Education"

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by electronic mail) and then destroy all copies of the original message.

Advise the Board

PB 26-128

- This Florida Sheriff's Association solicitation has been reviewed and found to contain DEI language as well as EEO language that is contrary to Executive Order 14173.
- The Limited Warranty and Limited Liability provisions and the Termination provisions are contrary to County policy and the FSA agreement.
- Cancellation/Termination provisions: Ambulance Sales cannot be cancelled or terminated.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2026

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: Sharon Burton-Hicks	
Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	PHONE (A/C, No, Ext): (727) 461-6044	FAX (A/C, No): (727) 442-7695
	E-MAIL ADDRESS: Sharon.Burton-Hicks@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Palomar Excess and Surplus Insurance Company	16754
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ten-8 Fire & Safety, LLC, DBA: Ten-8 Fire & Safety
2904 59th Avenue Dr. E
Bradenton FL 34203

COVERAGES **CERTIFICATE NUMBER:** 26-27 COI **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	MWZY 319432 26	03/01/2026	03/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	MWTB 319433 26	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 5,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			CEPXP-25-0000138-01	03/01/2026	03/01/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
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	Y	MWC 319431 26	03/01/2026	03/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Garagekeepers			MWTB 319433 26	03/01/2026	03/01/2027	Liability Limit	8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract: PB 26-128

Citrus County, Florida is an additional insured in regard to the General Liability and Auto Liability where required by written contract. Waiver of subrogation in favor of additional insureds applies in regard to the General Liability, Auto Liability and Workers Compensation policies where required by written contract.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path #266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Old Republic Insurance Company

AMB #: 000733 NAIC #: 24147 FEIN #: 250410420

Mailing Address
631 Excel Drive, Suite 200
Mt. Pleasant, Pennsylvania 15666
United States

View Additional Address Information

Web: www.oldrepublic.com
Phone: 724-834-5000
Fax: 724-834-8204

AM Best Rating Unit: AMB #: 002976 - Old Republic Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058439 - Old Republic International Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 11, 2025
Initial Rating Date:	June 30, 1940

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 11, 2025
Initial Rating Date:	June 20, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Palomar Excess and Surplus Insurance Company

AMB #: 020907 NAIC #: 16754 FEIN #: 844785473

Mailing Address
3601 W. 76th Street, Suite 450
Edina, Minnesota 55435
United States

View Additional Address Information

Web: www.plmr.com
Phone: 952-209-1786

AM Best Rating Unit: AMB #: 033566 - Palomar Holdings, Inc.

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, 033566 - Palomar Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 11, 2025
Initial Rating Date:	July 28, 2020

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 11, 2025
Initial Rating Date:	July 28, 2020

Financial Size Category View Definition

Financial Size Category:	XI (USD 750 Million to Less than 1.00 Billion)

Equipment Proposal

Proposal # 1280

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **April 17, 2026** ("Proposal Date") **Customer:** **Citrus County, Florida** ("Customer")

Customer Address: **3600 West Sovereign Path, Suite 266, Lecanto, FL 34461**

Qty	Product Description & Options	Price
1	**Pierce Enforcer Engine, per Florida Sheriff's Association FSA25-VEF19.0 contract and specification 1125. This price includes the prepayment discount from Pierce if paid in full within 30 days**	**$810,277.90**
	Options to meet Citrus County Fire Rescue operational requirements	**$164,256.19**
	Discount on the options as required by the FSA contract.	**($9,034.09)**
1	**Trade in value of a 2009 Ferrara Inferno 100' Platform appratus pending successful completion of applicable NFPA testing**	**($140,000.00)**
	Total:	**$825,500.00**

** Pricing is subject to change as follows:

(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.

(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **28-31** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: **This is a new unit and all standard warranties, including custom chassis are in full effect. Prices include final inspection trip to Appleton, Wisconsin and the delivery of the apparatus to Citrus County, Florida.**

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Citrus County, Florida**

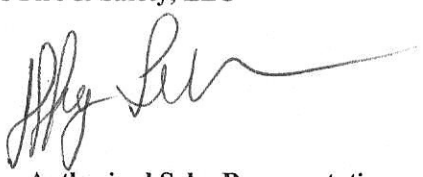
By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**

Print: **Jeffrey Schuhmacher**

Date: **April 17, 2026**

EXHIBIT A

PROPOSAL OPTION LIST

Option List

5/6/2026

Customer:	Citrus County Fire Rescue	**Bid Number:**	1280
Representative	Schuhmacher, Jeff	**Job Number:**	
Organization:	Ten-8 Fire & Safety	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	05/19/2025
Description:	2025 - Citrus County Engine	**Stock Number:**	
Body:	Pumper, Long, Aluminum, 2nd Gen	**Price Level:**	54 (Current: 55)
Chassis:	Enforcer Chassis	**Lane:**	Lane 1

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - Citrus County Fire Rescue Operating/In conjunction W-Service Center - In Conjunction Miles - 100 Miles Number of Fire Dept/Municipalities - 10 Bidder/Sales Organization - Ten-8 Fire & Safety Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Bradenton	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck - Pre-Approval at Bid - Approved Option Will Be Required at Booking	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0000114		Inspection Trip(s)	1
			Qty, - 1 Fill in Blank - 4	
13	0536644		Customer Service Website	1
14	0537375		Unit of Measure, US Gallons	1
15	0030006		Bid Bond Not Requested	1
16	0816570		Performance Bond, 100% Req'd, PPI Terms	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0649754		Enforcer Chassis	1
20	0000110		Wheelbase	1
			Wheelbase - 201 inches	
21	0000070		GVW Rating	1
			GVW rating - 47,000lbs	
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
23	0020018		Frame Liner Not Req'd	1
24	0629557		Axle, Front, Meritor MFS-20, 20,000 lb Saber FR/Enforcer	1
25	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1
26	0794028		Shock Absorbers on Front Axle, Koni, Enforcer	1
27	0000322		Oil Seals, Front Axle	1
28	0802633		Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0530459		Axle, Rear, Meritor RS25-160, 27,000 lb, Saber/Enforcer	1
31	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
32	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
33	0000485		Oil Seals, Rear Axle	1
34	0782805		Tires, Rear, Goodyear, Armor Max MSD, 12R22.50, LRH, Single	1
35	0039925		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single, 12R Tire	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
38	0801932		Lug Nut, Covers, Stainless Steel	1
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1

Line	Option	Type	Option Description	Qty
40	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0818775		Chocks, Wheel, Pumper, Provided by Fire Department, NFPA/ULC 2024	1
43	0544690		Mounting Brackets, Chocks, Provided by Fire Department	1
44	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
45	0508676		Brakes, Meritor, EX225, 17", Disc Plus, Front	1
46	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
47	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
48	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Black #98	
49	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
50	0000790		Brake Lines, Nylon	1
51	0544415		Inlet/Outlet, Air, w/Disconnect Fitting, Location	1
			Location - Pump operator panel Qty, Air Coupling (s) - 1	
52	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
53	0808515		Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	1
54	0811409		Not Required, Engine Contingency Adjustment	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - Paccar	
57	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
58	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
59	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - Flush With Rub Rail Tip, Exhaust - Straight Tip (Standard)	
60	0788765		Radiator, Saber FR/Enforcer	1
61	0001090		Cooling Hoses, Rubber	1
62	0051125		Fuel Tank, 75 Gallon, Left Side Fill, Qtm/AXT/Vel/Imp/SFR/Enf	1
			Finish - Polished Stainless	
63	0001129		Lines, Fuel	1
64	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	1
			Door, Material & Finish, DEF Tank - Polished Stainless Latch, Door, Access - lift and turn latch	
65	0552777		Fuel Pump for Repriming	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0690880		No Selection Required From This Category	1
69	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0734212		Steering, Dual Gear, TRW TAS-65, w/tilt, Paccar Pump w/ Cooler, Enf, Paccar	1
74	0509229		Steering Wheel, 2 Spoke	1
75	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - Citrus Text, Row (2) Two - County Text, Row (3) Three - Fire Rescue	
76	0627234		Bumper, 26" Ext, Fab, .25" Steel, Paint Feat, SFR/Enf	1
			Paint, Color - Black 101	
77	0640193		Tray, Hose, Center, 26" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	
78	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
			Location - Drivers side Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	
79	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
80	0002270		Tow Hooks, Chrome, Below Deck	1
81	0648332		Cab, Enforcer, 7010	1
82	0747442		Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1

Line	Option	Type	Option Description	Qty
83	0887601		Cab Insulation, Enforcer/Saber FR	1
84	0633594		Rear Wall, Interior, Adjustable Seating	1
85	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
86	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
87	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
88	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
89	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
90	0087357		Molding, Chrome on Side of Cab	1
91	0590424		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
92	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94	0528958		Not Required, Controls, Electric Window, AXT, Saber, Enforcer	1
95	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
96	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
97	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
98	0040475		Crowns, Front Fender, Rubber	1
99	0637984		Window, Side of C/C, Fixed, SFR/Enf	1
100	0012090		Not Required, Windows, Front/Side of raised roof	1
101	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
102	0722796		Dash, Poly, Saber FR/Enforcer	1
103	0606159		Work Surface, 1/4" Alum, Full Engine Tunnel, Flat, Lower Rear, Lip, SFR/Enf	1
			Material Finish, Cab Interior - Painted	
			Lip - 2.00"	
104	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
105	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
106	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
107	0722696		HVAC, Standard-Duty, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #13	
			Plenum Cover Material - Formed Plastic	
108	0032085		Fans, Window Defrost, Two (2), Location Feature	1
			Location - Centered overhead windshield facing rearward Ref 36750 IP layout.	
109	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
110	0634328		Grab Handles, Driver and Officer Door Posts, SFR/Enf	1
111	0002526		Light, Engine Compt, All Custom Chassis	1
112	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
113	0583039		Not Required, Side Roll and Frontal Impact Protection	1
114	0622619		Seating Capacity, 4 Belted Seats	1
115	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, PRIMARY, SFR/Enf	1
116	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, PRIMARY, SFR/Enf	1
117	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch	
118	0632852		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, PRIMARY, SFR/Enf	1
119	0102783		Not Required, Seat, Rr Facing C/C, Center	1
120	0632848		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, PRIMARY, SFR/Enf	1
121	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
122	0783479		Cabinet, Fwd Fcng, Ctr, 38.50 W x 50 H x 28 D, Roll, SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	

Line	Option	Type	Option Description	Qty
122			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Gortite, Anodized, Locking #751 Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side Louvers, Cabinet - 0-No Louvers	
123	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
124	0752005		Lip, Top of Interior Cabinet, All Sides Location - Center forward facing cabinet Qty, - 1 Lip - 1.50"	1
125	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - c) Black	1
126	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
127	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
128	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
129	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
130	0813183		Not Required, Enhanced Software for Cab and Crew Cab Dome Lts	1
131	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
132	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1
133	0002544		Air Restriction Indicator - Pierce Chassis	1
134	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Steady Alarm	1
135	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
136	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
137	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer Location, Wiper Control - Standard Location	1
138	0834416		USB, Cab, 4, 12V DC, Dual USB Termination, NFPA1900/ULC USB, Type - USB Combo A & C	1
139	0820897		Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900/ULC Location, Wiring - On a bracket in the lower rear PS EMS compartment floor 12vdc power from - Battery direct Wire termination - 15 amp power point plug	1
140	0821191		Wiring, Spare, 20 A 12V DC, Batt Dir, 1st NFPA1900/ULC Location, Wiring - 24" of coiled wiring in lower PS EMS corner 12vdc power from - Battery direct Wire termination - Butt Splice	1
141	0821325		Wiring, Spare, 10 A 12V DC 1st NFPA1900/ULC Qty, - 01 12vdc power from - Ignition power Wire termination - Butt Splice Location - Console between driver and officer, behind the panel, location #9	1
142	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900/ULC Location, Wiring - Officer Dash 12vdc power from - Battery direct Wire termination - 15 amp power point plug	1
143	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf System Of Measurement - US Customary	1
144	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
145	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
146	0808099		Camera, Pierce, 7" HD, R, Camera, AHD Color - 1) black Location, Camera Monitor - Driver Side Dash	1
147	0814831		Not Required, Camera Switcher	1
148	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 01	1

Line	Option	Type	Option Description	Qty
148			Location - Rear of truck, below traffic adviser (see AD print)	
149	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
150	0831839		Not Required, Prognostics, Electrical System	1
151	0624256		Electrical System, Enforcer Hard Wired	1
152	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
153	0008621		Battery System, Single Start, All Custom Chassis	1
154	0002698		Battery Compartment, Saber/Enforcer	1
155	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
156	0814869		Location, Cab, Charger, Behind Driver Seat	1
157	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
158	0814945		Location, Cab, Ind/Remote, Driver's Step Area	1
159	0819173	SP	Inverter, Xantrex XPower 450, Non-NFPA 2024 Batt Sw	1
160	0814953		Location, Body, Inverter, LS Forward Compartment	1
			Location, Comp Body - Under the Officers seat	
161	0811952		Not Required, Indicator/Remote Status	1
162	0824337		Not Required, Location Ind/Remote	1
163	0813084		Shoreline, 15A 120V, Kussmaul Chf Auto Eject, 091-55-15-120, 091-55-266-XX Cover	1
			Color, Kussmaul Cover - h) black	
			Shoreline Connection - Battery Charger	
164	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
165	0647729		Alternator, 320 amp, Delco Remy 40SI	1
166	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
167	0783153		Headlights, Rect, JW Spkr Evo 2, AXT/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
168	0826889		Light, Directional, Federal QL64-ARROW LED, Cmn Bzl, Above Headlts,Sab/Enf	1
			Color, Q Bezel and Trim - Black	
169	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
170	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
171	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
172	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
173	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
174	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
175	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Black Housing	
176	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
177	0589905		Alarm, Back-up Warning, PRECO 1040	1
178	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
179	0617898		Lights, Perimeter Pump House, TecNiq T41-WC0P-1, 4.00" LED 2lts	1
180	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
181	0814230		Not Required, Enhanced Software for Perimeter Lts	1
182	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
183	0839417		Light, Visor, FRC, 12V RDC260-Q22-*, LED, Painted Box 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Color, FRC/Rom Lt Housing - FRC, Black	
			Color, Trim - Black Bezel	
184	0841082		Lights, FRC, RDB***-Q15, 15,000 Lum, 12/24 VDC, 2nd	1
			Location - PS Rear Of Cab Door, High, Above Fixed Cab Window	
			Qty, - 01	
			Color, FRC/Rom Lt Housing - FRC, Black	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Mount, FRC - Horiz Surface Mount, Pull-Up Pole, Model 510	
185	0841079		Lights, FRC, RDB***-Q15, 15,000 Lum, 12/24 VDC, 1st	1
			Location - DS Rear Of Cab Door, High, Above Fixed Cab Window	

Line	Option	Type	Option Description	Qty
185			Qty, - 01 Color, FRC/Rom Lt Housing - FRC, Black Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Mount, FRC - Horiz Surface Mount, Pull-Up Pole, Model 510	
186	0645668		Lights, Front of Hose Bed, Wln 70C0ELZR LED	1
			Location - Centered on forward hose bed side sheet Qty, - 01 Light Guard - Without Guard Control, Hose Bed Lts - Cup Switch At Rear Light Bracket - No Bracket	
187	0635487		Lights, Rear Scene, Wln, 700 LED, Below Tailboard	1
			Control, Rear Scene Lts - Cab Switch Panel DS	
188	0635453		Lights, Rear Scene, Federal, QL97LEDSCENE	2
			Location, Lights - each side rear bulkhead, between warning lights Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Body Switch, DS Rear Bulkhead	
189	0709438		Lights, Walk Surf, FRP Flood, LED	1
190	0060016		Pumper, Long, Aluminum, 2nd Gen	1
191	0554271		Body Skirt Height, 20"	1
192	0028299		Tank, Water, 1000 Gallon, Poly, Long	1
193	0003405		Overflow, 4.00" Water Tank, Poly	1
194	0028104		Foam Cell Required	1
195	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
196	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
197	0003429		Not Required, Direct Tank Fill	1
198	0003424		Not Required, Dump Valve	1
199	0048710		Not Required, Jet Assist	1
200	0030007		Not Required, Dump Valve Chute	1
201	0514778		Not Required, Switch, Tank Dump Master	1
202	0126633		Hose Bed, Aluminum, Pumper	1
203	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
204	0003481		Hose Bed Capacity, Special	1
			Capacity, Hose Bed - 200' of 2.50" in bed 1, 1000 feet 4" LDH, and 400 feet of 3" DJ	
205	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hose Bed Dividers - 2	
206	0807438		Hose Restraint, Hose Bed, Vinyl, Top, Separate From Rear	1
			Color, Vinyl Cover - c) black Fastener, Top Restraint, Front - Awning Rail (Aluminum Retainer) Fastener, Top Restraint, Sides - Velcro Fastener, Top Restraint, Rear - Seat Belt Buckle	
207	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - 2" Cam Buckle Fastener, Rear Restraint, Bottom - 2" Cam Buckle	
208	0010133		Cross-Divider, Hose Bed	1
209	0013512		Running Boards, 12.75" Deep	1
210	0689497		Tailboard, 24" & 8" Deep, T-Shaped, Angled Corners	1
211	0818176		Wall, Rear, Smooth Aluminum/Body Material, 16" Inset	1
			Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	
212	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
213	0895820		Construction, Compt, Alum, 2G Pumper	1
214	0063662		LS 161" Rollup, Full Height Compts, FDLER	1
215	0812780		RS 161" Rollup, Full Height/Depth Compts, Built Into Body	1
216	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
217	0083702		Rear, Rollup, 51.25" F-F, 25.88" D	1

Line	Option	Type	Option Description	Qty
218	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
219	0554995		No Body Modification Required	1
220	0541132		Scuffplate, S/S, For Push-up Lights, Cab Roof	2
			Qty, Scuffplates - 02	
221	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
222	0739915		Hatch, (2) Liftup, Pumper	1
			Location, Hatch Compt - Left Side	
			Qty, Hatch Compt - 1	
			Trim, Body/Hatch Compt Seam, Horizontal - Molding	
			Hatch Compt, Width - 14"	
			Latch, Hatch Compt - Socket & Plunger/Grab Handle	
			Matting, Floor, Hatch Compt - Rubber Matting	
223	0730092		Not Required	1
224	0805984		Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr, Hinge Side	1
225	0687146		Shelf Tracks, Painted	6
			Qty, Shelf Track - 06	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS3 and B1	
226	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8
			Qty, Shelf - 08	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point, RS3-Transition Point, RS3-Lower Third, LS2-Centered, B1-Centered, LS1-Upper Third and LS3-Transition Point	
227	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01	
			Location, Tray Slide-Out, Floor Mounted - RS1	
			Material Finish, Tray - Painted - Spatter Gray	
228	0540317		Toolboard, Swing-out, Alum, .188", Peg Board	1
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - RS2 - Full Height/Width	
229	0726441		Partition, Trans Rear Compt	1
			Qty, Partition - 01	
			Location, Partition - a) left side	
			Material Finish, Partition - Painted - Spatter Gray	
230	0674342		Mounting Board, Poly, .50", Black, Back Wall of Compartment	1
			Location - LS3 upper area, 32"H x 37.5W	
			Qty, - 01	
231	0661155		Knockouts, Added To Shelf For Ventilation	1
			Location - DS B1 partition	
			Qty, Comp. Accessory - 01	
232	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
233	0784809		Fender Crowns, Rear, Rubber, w/Removable Liner	1
			Material Finish, Fender Liner - Painted Aluminum Lower Body	
234	0816944		Hose, Hard Suction, Provided by Fire Department, NFPA/ULC 2024	2
			Qty, Hard Suction Hose - 2	
			Length, Hard Suction Hose, Predefined - 10	
			Diameter, Hard Suction Hose - 6.00"	
			Type of Hose Ends, Coupling, HSH - Long Handle	
235	0612959		Trough, HSH, (2), Compartment Top Mount, Angle Bracket	1
			Location, Hose Trough/Compartment - b) right side	
			Trough, Material - Steel - Painted (2)	
			Trough, Latch Type - clamps	
236	0626229		Handrails, Side Pump Panels, Per Print	1
237	0015540		Handrail, Beavertail, Right Side	1
238	0082756		Handrail, Rear, Below Hose Bed	1

Line	Option	Type	Option Description	Qty
239	0894052	SP	Handrail, Extra at Rear of Truck, Curved, Special Length	1
			Location, Handrails - DS	
			Qty, - 01	
			Fill in Blank - match J#34862	
240	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia	1
			Qty, - 01	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - RS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
241	0657651		Compt, Air Bottle, Double, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - LS Fwd and Double - RS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
242	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
243	0004230		Ladder, 14' Duo-Safety 775A Roof	1
244	0831972	SP	Ladder Storage, Built Into Body, RS, Enclosed, RPH, No Dura-Surf	1
			Door, Material & Finish, Ladder Storage - aluminum treadplate	
			Latch, Door Ladder Storage - D-Handle latch	
			Hinge Location - Outboard	
245	0549226	SP	Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1
			Location, Folding Ladder - Ladder Compartment	
246	0725371		Compt w/Door, Backboard, Over Pump	1
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Latch, Door, Storage - Lift and Turn Latch	
			Qty, Backboard Troughs - 2	
			Hinge Location - Rearward	
			Location, BB/Stokes/Long Tool Storage Over Pump - Rearward, Crosslays	
			Access, Backboard/Stokes/Long Tool Compt - Both	
			Size, Backboard, Predefined - 72"L x 16" W x 2"H	
247	0816920		Pike Pole, Provided by Fire Department, NFPA/ULC 2024	1
			Qty, - 01	
			Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook, RH-8	
248	0816918		Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024	1
			Qty, - 01	
			Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook, RH-6	
249	0058193		Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head	2
			Location - Ladder storage	
			Qty, Pike Pole Tubes - 02	
250	0785100		Steps, Folding, Front of Body, Cargo Bed Access, Trident	1
			Coating, Step - black	
			Location, Steps - Full Height Left Side	
251	0591883		Steps, Folding, Rear of Body, Trident	1
			Coating, Step - black	
252	0007590		Pump House, Side Control, 52", Control Zone	1
253	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
254	0004415		Pump, Waterous, CS, 1250 GPM, Single Stage	1
255	0004481		Seal, Grafoil, Waterous	1
256	0816447		Trans, Pump, Waterous C22 Series	1
257	0635600		Pumping Mode, Stationary Only	1
258	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
259	0003148		Transmission Lock-up, EVS	1
260	0004547		Auxiliary Cooling System	1
261	0014486		Not Required, Transfer Valve, Single Stage Pump	1
262	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
263	0826104		Controller, Pressure, FRC, Pump Boss Max, PBA500	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - RPM Setting	

Line	Option	Type	Option Description	Qty
263			Pressure Governor Std/Metric - Standard psi readouts Pressure Governor Transducer - Single 600 PSI Pressure Governor Alarm - NOT BE an additional alarm provided	
264	0072153		Primer, Trident, Air Prime, Air Operated	1
265	0048201		Drain, Class 1 Multi-Port, IPO Std Pump Drain	1
266	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
267	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
268	0795135		Plumbing, Stainless Steel, w/Foam System	1
269	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
270	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
271	0084610		Valves, Akron 8000 series- All	1
272	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	2
			Qty, Inlets - 2	
273	0004700		Control, Inlet, at Valve	1
274	0004660		Inlet (1), Left Side, 2.50"	1
275	0776135	SP	Inlet, Right Side, 2.50", Special Location	1
			Location - Move PS 2.5 Aux Inlet (pony valve) as forward as possible on lower passenger side pump panel	
276	0092569		No Rear Inlet (Large Dia) Requested	1
277	0064116		No Rear Inlet Actuation Required	1
278	0092696		Not Required, Cap, Rear Inlet	1
279	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
280	0092568		No Rear Auxiliary Inlet Requested	1
281	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
282	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
283	0004905		Outlet, Tank Fill, 1.50"	1
284	0820189		Control, Outlets, Manual, Pierce HW if applicable	1
285	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
286	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
287	0092570		Not Required, Outlets, Left Side Additional	1
288	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
289	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
290	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
291	0092571		Not Required, Outlets, Right Side Additional	1
292	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
293	0816627		Outlet, Large Diameter, Right Side, Waterous Valve	1
			Outlet, Large Diameter, Plumbing - 4.00" Outlet, Large Diameter, NST Adapter - 4.00" MNST Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
294	0005094		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz	1
295	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - top of center bumper	
296	0092575		Not Required, Outlet, Rear	1
297	0045099		Not Required, Elbow, Rear Outlets	1
298	0092574		Not Required, Outlet, Rear, Additional	1
299	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
300	0004990		Outlet, Front HB, 2.50" w/2.50" Plumbing	1
			Location - LS hose bed #1 Qty, Discharges - 01	
301	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
302	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
303	0820311		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18	1
304	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank - Not requested	
305	0029304		No Nozzle Req'd	1
306	0005070		Deluge Mount, NPT	1
307	0723726		Speedlay Module Not Required	1
308	0722432		Hose Restraint Not Required, No Speedlay Module	1

Line	Option	Type	Option Description	Qty
309	0723395		Speedlays, Not Required	1
310	0723394		Speedlays, Not Required	1
311	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
312	0029196		Not Required, 2.50" Crosslay	1
313	0831445	SP	Hose Restraint, Crosslay/Speedlay, 2" Nylon Web, Bar/Seat Belt, Hinged, Orange	2
			Qty, - 02	
			Color, Strap - Orange	
314	0029260		Not Required, Speedlays	1
315	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
316	0615255		Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge	1
			Stay arm, Tray Cover - f) Rubber Latch	
317	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1
318	0005216		Reel, Booster, Aluminum - Over Pump, Left Side	1
319	0011060		Switch, Reel Rewind - One at Pump Panel	1
320	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
321	0005244		Capacity, Hose Reel 200' of 1"	1
322	0007074		Nozzle, Elkhart S-200 1.00"	1
323	0515688		Gauge, Hose Reel, (Match Panel Gauges)	1
			Location - Pump panel booster hose	
			Qty, - 1	
324	0622237		Roller Assembly, Additional	1
			Location - PS cargo	
			Qty, - 1	
325	0007293		Foam Sys, FoamPro 2001 (Single Agent)	1
			Discharge - Both crosslays, front bumper line, rear pre-connect, and booster reel	
			Amount of Disc. W/Foam - 5	
326	0012126		Not Required, CAF Compressor	1
327	0802356		Foam Refill, Pump, Foam Pro, Power-Fill	1
			Location, Foam Refill - Left Pump Panel	
328	0042573		Not Required, Foam System Demonstration	1
329	0559077		Foam Cell, 30 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
			Foam, Brand Name - Knockdown	
330	0091036		Drain, 1.00" Foam Tank #1	1
331	0091079		Not Required, Foam Tank #2	1
332	0091112		Not Required, Foam Tank #2 Drain	1
333	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 01	
334	0032479		Pump Panel Configuration, Control Zone	1
335	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
336	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
337	0005945		Light, Pump Compt	1
338	0586382		Gauges, Engine, Included With Pressure Controller	1
339	0005601		Throttle, Engine, Incl'd w/Press Controller	1
340	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
341	0549333		Indicators, Engine, Included with Pressure Controller	1
342	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
343	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
344	0066121		Drains, LS, Keep Area Under Main Inlet Clear	1
345	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
346	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
347	0757359		Gauge, Water Level, Class 1, Pierce Std, Remote Module Driver	1
			Activation, Water Level G - pb) parking brake is applied	
348	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	

Line	Option	Type	Option Description	Qty
348			Color, Trim - Black Trim	
349	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
350	0656224		Light Shield/Step 8", S/S Undr Crs, LED w/P25 LED Step Light	1
351	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
352	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, (Pos #1 & #7)	1
353	0757092		Control, Air Horn, Multi Select	1
354	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon covered cable	
355	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon covered cable	
356	0652931		Siren, Wln 295HFS2 Remote, Single Amp, Ign	1
357	0020668	SP	Location, Elect Siren, Special Location	1
			Location - PNL pos A	
358	0076157		Control, Elec Siren, Horn Ring	1
359	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
360	0601556		Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Inbrd (Pos 6)	1
361	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
362	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
363	0748305		Control, Mech Siren, Multi Select	1
364	0748280		Control Mech Siren, Horn Ring	1
365	0898294		Control Mech Siren, Ft Sw RS, Loc	1
			Location - Ref job#34862, option #81923	
366	0748282		Control Mech Siren, Ft Sw LS	1
367	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
368	0840108		Emergency Warning System	1
			Emergency Switching - E-Master Only	
369	0746353		Not Required, Warning Lights Intensity	1
370	0606775		Lightbar, Wln, Freedom IV-Q, 72", RRWRRR____RRRWRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
371	0016380		No Additional Lights Req'd, Side Zone Upper	1
372	0540384		Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
373	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
374	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
375	0895060		Lights, Door Interior Flash, 4 Dr Cab, Wln PSSEQACR Strip Light	1
			Color, Trim - Chrome Trim	
			Control, Door Int Flash - Park Brake	
			Location, Light, Door Int Flash - Low and Outside	
376	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
377	0743910		Lights, Side, Wln M6** LED, Trm Fet 1st	2
			Location, Lights - One each side of the body high and forward	
			Qty, - 02	
			Color, Lights, Warning - Red Flashing	
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
378	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
379	0541152		Lights, Rear/Side Up Zone, Wln M6*C LED, Clear Lens 4lts	1
			Flange Kit, 2pr - w/o with out a flange	
			Color, Lt, Side Rear Upper DS - Red	
			Color, Lt, Side Rear Upper PS - Red	

Line	Option	Type	Option Description	Qty
379			Color, Lt, Rear Upper DS - Red Color, Lt, Rear Upper PS - Red	
380	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
381	0537807		Mtg, Rear Warn Lts, Side Sheets & On Rear Bulkheads	1
382	0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Not Connected	
383	0551728		Location, TDL, Recessed with S/S Trim	1
384	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
385	0006646		Electrical System, 120/240VAC, General Design	1
386	0803801		Generator, Honda EM5000SX, Gas, (4,500W Cont Rat), CO Sensor	1
387	0010738		Mounting, Gas Generator Above Pump w/Quick Release Brackets	1
			Location, Generator - Right side cargo area. PS. Volt meter to be mounted on the poly toolboard in LS3 as high as possible and all the way to the left on the tank wall (match 34862)	
388	0803810		Electric Start, Generator, Honda	1
389	0803811		Remote Start - Stop, Honda	1
			Location, Remote Start - b) pump panel	
390	0016740		Not Required, Fuel System	1
391	0016767		Not Required, Oil Drain Extension, Generator	1
392	0006738		Circuit Breaker Panel w/Generator	1
			Location, CB Panel - LS3, as high as possible on the front bulkhead wall	
393	0016771		Not Required, Routing Exhaust, Generator	1
394	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1
			Qty, - 01 Location 1 - Outboard of officer recessed dash. Match 34862 AC Power Source - Inverter Cover, Receptacle - Interior SS Wall Plate(s)	
395	0783678		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st	2
			Location, Receptacles - Rear fender panels, each side Qty, - 02 AC Power Source - Generator Cover, Receptacle - Exterior Flip Up Duplex Cover(s)	
396	0519934		Not Required, Brand, Hydraulic Tool System	1
397	0649753		Not Required, PTO Driven Hydraulic Tool System	1
398	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
399	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
400	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
401	0821565		Strainer, Provided by Fire Department, Pumper NFPA/ULC 2024 Classification	1
402	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
403	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
404	0816998		Axe, Flathead, Provided by Fire Department	1
405	0817000		Axe, Pickhead, Provided by Fire Department	1
406	0741569		Paint Process / Environmental Requirements, Appleton	1
407	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - No Shield Paint Color, Lower Area, Predefined - Red #213 Paint Break, Cab - Standard Two-Tone Cab Break	
408	0709833		Paint, Two-Tone Color, Body	1
			Paint Break, Body - Body Seam/Catwalk Paint, Lower Body - Match Cab Lower Paint, Upper Body - Match Cab Upper	
409	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
410	0693797		No Paint Required, Aluminum Front Wheels	1
411	0693792		No Paint Required, Aluminum Rear Wheels	1
412	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
413	0007230		Compartment, Painted, Spatter Gray	1
414	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	

Line	Option	Type	Option Description	Qty
414			Color, Reflect Band - B - p) black Color, Reflect Band - C - za) black	
415	0007357		Reflective on Front Bumper	1
416	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
417	0022087		Color, Rear Chevron DG - fluorescent yellow green "Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
418	0668703		Qty, - 1 Stripe, Reflective, Cab and Crew Cab Doors Interior, Match Exterior of Apparatus	1
419	0033179		Lettering Specifications, Reflective	1
420	0686158		Lettering, Reflective, 3.00", (61-80)	1
421	0686027		Outline, Lettering - Outline and Shade Lettering, Reflective, 4.00", (21-40)	1
422	0686033		Outline, Lettering - Outline and Shade Lettering, Reflective, 4.00", Each	12
423	0686011		Qty, Lettering - 12 Outline, Lettering - Outline and Shade Lettering, Reflective, 6.00", (1-20)	1
424	0686002		Outline, Lettering - Outline and Shade Lettering, Reflective, 8.00", Each	4
425	0686013		Qty, Lettering - 04 Outline, Lettering - Outline and Shade Lettering, Reflective, 6.00", Each	2
426	0696251	SP	Qty, Lettering - 02 Outline, Lettering - Outline and Shade Sign Kit, Polished S/S Holder/Number Plate	4
427	0059824	SP	Location - (1) DS crew cab, (1) PS crew cab, (1) PS Rear, (1) PS Front bumper Qty, - 04 Size - 10" square plates in holders Emblem, Helmet w/Flag, Color Imaged, Roll-up Dr, Each	1
428	0657001	SP	Qty, - 1 Location, Emblem - Apply 1 each to the R1 rear roll up Emblem, Reflective, Per Dept. Submittal, Each	2
429	0695610		Qty, - 02 Location, Emblem - Upper crew cab window Size, Dept Seal, Reflect - 6" - 8" Emblem, Reflective, Per Dept. Submittal, Each	2
430	0772003		Qty, - 02 Location, Emblem - Cab doors Size, Dept Seal, Reflect - 14" - 16" Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
431	0772037		Qty, - 01 Manual, Chassis Service, USB Flash Drive, Custom	1
432	0773381		Qty, - 01 Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1
433	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
434	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
435	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
436	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
437	0733309		Warranty, Axle, 5 Year, Meritor, General Service, WA0384	1
438	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
439	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
440	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
441	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
442	0695416		Warranty, Pierce Camera System, WA0188	1
443	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
444	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
445	0685945		Warranty, Transmission Cooler, WA0216	1
446	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
447	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
448	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
449	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
450	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1

Line	Option	Type	Option Description	Qty
451	0641372		Warranty, Foam System, Not Available	1
452	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
453	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
454	0819254		Certification, Vehicle Stability, CD0196	1
455	0808565		Certification, Engine Installation, Enf, Paccar MX, 2027	1
456	0686786		Certification, Power Steering, CD0098	1
457	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
458	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
459	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
460	0556828		Certification, Electric Window, Not Available	1
461	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
462	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
463	0545073		Amp Draw Report, NFPA Current Edition	1
464	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
465	0799248		Appleton/Florida BTO	1
466	0000018		PUMPER, 2ND GEN	1
467	0000012		PIERCE CHASSIS	1
468	0735525		PACCAR MX13 ENGINE	1
469	0046396		EVS 4000 Series TRANSMISSION	1
470	0020011		WATEROUS PUMP	1
471	0020009		POLY TANK	1
472	0028048		FOAM SYSTEM	1
473	0020006		SIDE CONTROL	1
474	0020007		AKRON VALVES	1
475	0020015		ABS SYSTEM	1
476	0658751		PUMPER BASE	1

EXHIBIT B

WARRANTY

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**Covers any failures of the engine which result, under normal use and service, from a defect in material or factory workmanship.**
Warranty Begins:	**The date of the original buyer invoice.**
Warranty Period Ends After:	**Five (5) years or 100,000 miles, whichever occurs first**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**See warranty for exclusions.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

3/19/2021 WA0386

PACCAR ENGINE LIMITED WARRANTY

PACCAR MX Warranty

United States

THIS LIMITED WARRANTY ("LIMITED WARRANTY") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF PIERCE MANUFACTURING INC.'S END USER CUSTOMER THAT FIRST PUTS THE PACCAR ENGINE INTO SERVICE ("YOU" or "FIRST PURCHASER"), PACCAR INC ("PACCAR"), AND THE SERVICING PACCAR ENGINE DISTRIBUTORS ("AUTHORIZED DISTRIBUTORS"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

PACCAR warrants directly to You that the PACCAR MX engine and related kitted parts (collectively, the "Engine") will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time, mileage or hour limitations set forth in the attached Warranty Schedule. **This Engine warranty extends only to You, and not any subsequent owner or user of the Engine.** The Emissions warranty is made to all owners of the Engine in the chain of distribution until the end of the Emissions warranty coverage period. Warranty coverage relating to the Emissions components is outlined in the Emissions Warranty section of the PACCAR MX Operator's Manual, the terms and conditions of which are incorporated herein by reference.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PACCAR AND ITS SUBSIDIARIES AND AFFILIATES ARISING FROM YOUR PURCHASE AND USE OF THIS ENGINE IS LIMITED TO THE REPAIR OR REPLACEMENT OF WARRANTABLE FAILURES AT AUTHORIZED DISTRIBUTORS IN THE UNITED STATES AND CANADA AND IS SUBJECT TO PACCAR'S TIME, MILEAGE, AND HOUR LIMITATIONS LISTED IN THE ATTACHED WARRANTY SCHEDULES. The maximum time, mileage and hour limitations in the Warranty Schedules begin running on the Date of Delivery to the First Purchaser. **The accrued time, mileage, or hours is calculated when this Engine is brought into an Authorized Distributor for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY (ENGINE AND EMISSIONS)

This Limited Warranty is the sole warranty made by PACCAR and its Authorized Distributors to You relating to the Engine. Except for the above limited express warranty, PACCAR and its Authorized Distributors make no other warranties to You, express or implied. PACCAR AND ITS AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PACCAR AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE TO YOU FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; ENGINE OR VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER ENGINES, VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEYS' FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty does not apply to parts or accessories supplied by the vehicle manufacturer or third parties.

Failures of belts and hoses supplied by PACCAR are covered during the first year from the Date of Delivery of the Engine to the First Purchaser. PACCAR does not warrant antifreeze, lubricants, filters, filter elements, or any other part that is a maintenance or repair item. However, in its sole discretion, PACCAR may pay for lubricating oil, antifreeze, filter elements, belts, hoses, and other maintenance or repair items if the need for replacing such items is due to a Warrantable Failure of the Engine.

You are responsible for the safe operation and maintenance of the Engine and Emissions equipment as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, You must notify an Authorized Distributor of any Warrantable Failures and make the Engine available for Engine repair by such Authorized Distributor. You are responsible for delivery of the Engine to the Authorized Distributor. Locations in the United States and Canada of Authorized Distributors may be found at WWW.PACCARPOWERTRAIN.COM.

PACCAR IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, and changes in adjustment resulting from your use of the Engine. Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. This may include, but is not limited to: operation without adequate coolants, lubricants, or other fluids; over-fueling; over-speeding; lack of maintenance of the lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; and unauthorized modifications to the Engine. **PACCAR is not responsible for damage or loss resulting from Engine horsepower/torque upgrades.**

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. PACCAR is not responsible for failures resulting from the use of parts not approved by PACCAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

PACCAR IS NOT RESPONSIBLE FOR DAMAGE OR LOSSES CAUSED BY INCORRECT OIL, FUEL, DIESEL EXHAUST FLUID, COOLANT, OR ADDITIVES; WATER, DIRT OR OTHER CONTAMINANTS IN THE FUEL, OIL OR DIESEL EXHAUST FLUID; OPERATION WITHOUT ADEQUATE COOLANTS OR LUBRICANTS; OVER-FUELING; OVER-SPEEDING; IMPROPER STORAGE, STARTING, WARM-UP, RUN-IN OR SHUT-DOWN PRACTICES; OR UNAUTHORIZED MODIFICATIONS OF THE ENGINE. Failure of replacement parts used in repairs due to the above non-warrantable conditions is not warrantable.

If your vehicle is disabled by a Warrantable Failure to the Engine during the base warranty period, PACCAR is not responsible for towing expenses to transport the vehicle to the nearest Authorized Distributor. In lieu of the towing expense and at the sole discretion of PACCAR,

PACCAR will pay the reasonable costs of an authorized mechanic to travel to and from the location of the disabled Vehicle in order to perform the Engine repair.

PACCAR will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Warrantable Failures resulting in excessive oil consumption will be handled within the basic Engine coverage as stated in the attached Engine Schedule. Before a claim for excessive oil consumption, low power, or excessive fuel consumption will be considered for payment, You must submit adequate documentation to show that consumption exceeds PACCAR published standards

PACCAR reserves the right to inspect and download data from the Engine Electronic Control Module for purpose of failure analysis unless prohibited by applicable law.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

IT IS AGREED THAT YOU HAVE 12 MONTHS FROM THE ACCRUAL OF THE CAUSE OF ACTION TO COMMENCE ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF THE ENGINE, OR BE BARRED FOREVER.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

PACCAR ENGINE LIMITED WARRANTY SCHEDULE

PACCAR MX Warranty

United States

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY. This Engine Warranty Schedule does not apply to the vehicle which is warranted separately. Pursuant to the terms of the attached Limited Warranty, PACCAR Inc ("PACCAR") will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Distributor within 30 days of discovery.

PACCAR MX Engine

Basic Engine -Twenty-four (24) months or 250,000 miles (or 400,000 km) or 6,250 hours - (all applications except fire apparatus)

Fire Apparatus Truck Applications Basic Engine - Sixty (60) months or 100,000 miles (or 160,000 km) or 6,250 hours

Major Engine Components - Sixty (60) months or 500,000 miles or 12,500 hours

Cylinder Block Casting	Crankshaft	Lube Pump Gear	Flywheel Housing
Main Bearing Bolts	Camshaft	Crankshaft Gear	Water Pump Housing
Cylinder Head Casting	Cam Follower Assemblies	Camshaft Gear	Thermostat Housing
Cylinder Head Capscrews	Connecting Rod Assemblies	Camshaft Idler Gear	

TRW COMMERCIAL STEERING SYSTEMS
800 HEATH STREET
LAFAYETTE, INDIANA 47904

PRODUCT WARRANTY

I. **WARRANTY**: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as "CSS", warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in **New On-highway Motor Vehicle**:

Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in **New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment**:

Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in **New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications**:
Within six (6) months after date of delivery of the original equipment manufacturer's end product to the original retail purchaser.

II. **REMEDY**: Customer's sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer's expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. **EXCEPTIONS**: The provision of this warranty shall not apply to any CSS product which is used for a purpose for which it is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. **EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY**: Customer's sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. **EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Lifetime Fifty (50) Year Structural Integrity
Custom Chassis Frame
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies to the frame rails only, crossmembers are excluded.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

12/10/2024 WA0013

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES

MERITOR®



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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P[1,2]	MT-34-14X/P	MT-40-943
RT-46-160/P[1,2]	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P[1,2]	MT-40-14X/P	RZ-166[2]
RT-50-160/P[1,2]	MT-40-14X/P	RZ-188

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty[3]	5/500/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

[3] Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946[1]	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162[1]	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165[1]	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185[1]
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5/P&L
AxlePak7[5]	7/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus*
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

*Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
RT-58-160
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]
RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240
MGX-279
MGX-279D
MGX-280
MGX-285
MGX-292
MGX-314
MGX-376
MGX-377
MGX-378
MGX-380
MGX-384
MGX-402
MGX-413
MGX-448
MGX-456
MGX-478
MGX-480
MGX-487
MGX-488
MGX-505
MGX-506
MGX-514
MGX-519
MGX-520
MGX-522
MGX-524
MGX-527
MGX-528
MGX-533
MGX-534
MGX-536
MGX-537
MGX-541
MGX-545
MGX-546
MGX-550

Transfer Cases – 1/Unl/P

MTC-4213
MTC-4210
MTC-4208
MTC-4206-FV (TC-38)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (529 & 548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 & TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3205-GV (MTC-25/247)
MTC-3205-GV (MTC-25/350)
MTC-3205-GV (RTC-25/350)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (RTC-60/420)
MTC-3209-GV (RTC-60/380)
MTC-3209-GV (MTC-60/420)
MTC-3209-GV (MTC-60/380)
MTC-3212-CV (315 & 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-2212-CV (306)

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185[1]
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185[1]
MT-44-14X/P	RT-50-160/P	MT-70-380

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946	MFS-12-155
FH-941[1]	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	79163	RS-21-160
RC-23-161	RC-23-162[1]	
71163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL	MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-Z0 FAMILY

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Heavy Vehicle Systems, LLC warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not branded by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

MERITOR

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or visit meritor.com

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Litho in USA, SP-95155
Revised 1-19 (47865/11900)

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384



CUMMINS-MERITOR COMMERCIAL VEHICLE SYSTEMS WARRANTY

COVERAGE FOR THE UNITED STATES AND CANADA MODEL YEAR 2024 VEHICLES

Cummins®

Meritor

WARRANTY INFORMATION TABLE OF CONTENTS

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl = Unlimited	P = Parts Only P&L = Parts and Labor

Notice:
Models or components that are approved for use by Cummins-Meritor's vocational guidelines contained in Cummins-Meritor publication TP-9441 for axles, SP-8320 for trailer axles and TP-12126 for drivelines, or any other products that have an application approval completed with Cummins-Meritor which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles, parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting **meritor.com** or by contacting Cummins-Meritor at **866-OnTrac1 (866-668-7221)**.

LINEHAUL WARRANTY INFORMATION

Vocational Definition of Linehaul

- Long distance hauling of food, goods and finished materials
- Not included are raw ferrous materials, minerals (except oil), sand, gravel, stone, rocks, topsoil, waste or logs
- Linehaul includes turnpike and hub & spoke

Linehaul Vehicles

- Auto Hauler[1]
- Bulk Hauler[1]
- Chip Hauler[1,2]
- Doubles
- Flatbed
- General Freight
- Grain Hauler[1]
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker[1]
- Triples

[1] Cummins-Meritor classifies these vehicle types as high center of gravity, which require special axle housing considerations.
[2] Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is:

- High mileage operation (over 60,000 miles/year)
- Greater than 30 miles between starts and stops
- Maximum grades of 12%
- Well maintained highways of concrete or asphalt construction (100% on-road)
- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel). **Note:** Category B job sites, terminals, docks, transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud; or other similar surfaces) are **NOT** approved for certain linehaul axle models.

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	MFS-10-144A-N	MFS-12-143A-N	MFS-13B-132B-N	MFS-14G-132B-N
FF-941	MFS-12-122A-N	MFS-12E-143A-N	MFS-13B-132C-N	MFS-14-132C-N
FF-942	MFS-12-122B-N	MFS-12-144A-N	MFS-14-122A-N	MFS-14F-132C-N
FF-943	MFS-12-122C-N	MFS-13-122A-N	MFS-14-122B-N	MFS-14G-132C-N
FF-944	MFS-12E-122A-N	MFS-13-122B-N	MFS-14F-122B-N	MFS-14-142B-N
FF-961	MFS-12E-122B-N	MFS-13-122C-N	MFS-14G-122B-N	MFS-14F-142B-N
FF-966	MFS-12E-122C-N	MFS-13-132B-N	MFS-14-122C-N	MFS-14G-142B-N
FF-967	MFS-12-124A-N	MFS-13-132C-N	MFS-14F-122C-N	MFS-14-142C-N
FG-941	MFS-12-132B-N	MFS-13-143A-N	MFS-14G-122C-N	MFS-14F-142C-N
FG-943	MFS-12-132C-N	MFS-13-144A-N	MFS-14-124A-N	MFS-14G-142C-N
MFS-10-122A	MFS-12E-132B-N	MFS-13B-122B-N	MFS-14-132B-N	MFS-14-143A-N
MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-122C-N	MFS-14F-132B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

MS-19-14X	MS-23-17H[1,2]	RS-23-160	RS-23-185
RS-21-160	MS-23-17X[2]	RS-23-161	RS-23-186

[1] Not approved for use in any Category B job sites, terminals, docks or transfer sites.
[2] Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

LINEHAUL WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-40-160/P[1,2]	RZ-166[2]	MA-40-17H[3]	MT-34-14X/P[4]	MT-40-14X/P[4]
RT-46-160/P[1,2]	RT-50-160/P[1,2]	RZ-188	MT-40-14T/P	MT-40-14H/E[3,4]
RT-46-164/P[1,2]	MA-40-165	MA-40-175	MT-40-14X/P[4]	

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.
[3] Not approved for use in any Category B job sites, terminals, docks or transfer sites.
[4] Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

Trailer Axles[1]

Beam and Brackets	5/500/P, 1/100/L
TPX3000 Axle Series[2]	10/Unl/P, 1/Unl/L
Wheel End Systems[3]	
Standard System[4]	1/100/P&L
AxlePak5	5/Unl/P&L
AxlePak7[5]	7/Unl/P&L

[1] For brake components and ABS coverage, refer to appropriate product warranties.
[2] Structural components only excluding spindle wear. Spindle wear is 5/Unl/P, 1/Unl/L.
[3] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[4] When installed by Cummins-Meritor.
[5] When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

TAG/Pusher Axles[1]

TQ, TR Beam and Brackets	5/750/P&L

[1] For brake components and ABS coverage, refer to appropriate product warranties.

Trailer Mechanical Suspension Systems[1]

IMS40 (Integrated Mechanical Suspension – Tandem)[2]	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single)[2]	1/Unl/P&L

[1] For axle coverage, refer to appropriate product warranties.
[2] All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems

MPA40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor (For axle and ABS coverage, refer to appropriate product warranties.)
[2] "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™[1]	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ L and EX+LS Air Disc Brake™[3]	5/500/P, 1/Unl/L
EX+L Air Disc Brake Extended Standard Warranty[3,4]	5/500/P&L

[1] For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

[2] Based on stamped wear diameter max.

[3] Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

[4] Applies only to calipers using friction: MA9300 (EX225LXXXCGXXX).

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is:

- Typically, moderate mileage operation (less than 60,000 miles/year)
- An average of 3 to 30 miles between starts and stops
- Maximum grades of 12%
- Generally, on-road service (less than 10% off-road allowed)
- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel) or Category B job sites, terminals, docks and transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud, or other similar surfaces)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965
FF-941
FF-942
FF-943
FF-944
FF-946
FF-961
FF-966
FF-967
FG-941
FH-941
FH-946[1]
FL-941
FL-943
MFS-6-151A-N
MFS-6-153B-N
MFS-6-162B-N
MFS-6-153C-N
MFS-6-162C-N
MFS-7-113C-N
MFS-7-153C-N
MFS-7-163C-N
MFS-8-113B-N
MFS-8-143A-N
MFS-8-153B-N
MFS-8-163B-N
MFS-10-122A
MFS-10-143A-N
MFS-10-144A-N
MFS-12-122A-N
MFS-12E-122A-N
MFS-12-122B-N
MFS-12E-122B-N
MFS-12-122C-N
MFS-12E-122C-N
MFS-12-124A-N
MFS-12-132B-N
MFS-12E-132B-N
MFS-12-132C-N
MFS-12E-132C-N
MFS-12-143A-N
MFS-12-144A-N
MFS-12E-143A-N
MFS-13-122A-N
MFS-13-122B-N
MFS-13B-122B-N
MFS-13-122C-N
MFS-13B-122C-N
MFS-13-132B-N
MFS-13-132C-N
MFS-13B-132B-N
MFS-13B-132C-N
MFS-13-143A-N
MFS-13-144A-N
MFS-14-122A-N
MFS-14-122B-N
MFS-14F-122B-N
MFS-14G-122B-N
MFS-14-122C-N
MFS-14F-122C-N
MFS-14G-122C-N
MFS-14-124A-N
MFS-14-132B-N
MFS-14F-132B-N
MFS-14G-132B-N
MFS-14-132C-N
MFS-14F-132C-N
MFS-14G-132C-N
MFS-14-142B-N
MFS-14F-142B-N
MFS-14G-142B-N
MFS-14-142C-N
MFS-14F-142C-N
MFS-14G-142C-N
MFS-14-143A-N
MFS-14-144A-N
MFS-16-122A-N
MFS-16-133A-N
MFS-16-135A-N
MFS-16-143A-N
MFS-18-133A-N
MFS-18-135A-N
MFS-18-193A-N
MFS-20-133A-N
MFS-20-135A-N
MFS-20-192A-N
MFS-20-193A-N
MFS-22-135A-N
MFS-22H-135A-N
MFS-22-193A-N
MFS-22H-193A-N

[1] Can also be used with reduced steer angles in tag position in Coach applications.

GENERAL SERVICE WARRANTY INFORMATION

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-162[1]	RS-23-186	MS-26-616-SP
MS-17-14X	MS-23-17X	RC-23-165[1]	RS-24-160	RS-30-185
MS-19-13X	RS-21-160	RS-23-160	RC-25-160	MS-30-616
MS-19-14X	RC-23-160	RS-23-161	RS-26-185	MS-30-616-SP
MS-21-13X	RC-23-161	RS-23-185	MS-26-616	RS-35-380

[1] 3/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	RT-52-185[1]	MT-70-380
MT-40-14T/P	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185[1]	

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P	RT-46-160/P	RT-46-164/P	RT-50-160/P	RZ-166

Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A

Brake Components

Cam Q Series Trailer Brakes[1]	3/Unl/P, 1/Unl/L
Cam P[2]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[1,2]	2/200/P&L
ASA	3/Unl/P
ASA[2]	2/200/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[3]	12-Years or Wearable Life/P
EX+ Air Disc Brake™[4]	2/Unl/P&L

[1] For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III or Chassis Protect.
[2] Applies to Tour Bus and Cross Country Coach only.
[3] Based on stamped wear diameter max.
[4] Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

GENERAL SERVICE WARRANTY INFORMATION

Trailer Axles[1]

Beam and Brackets[2]	5/Unl/P, 1/Unl/L
TPX4000 Axle Series[3]	10/Unl/P, 1/Unl/L
Wheel End Systems[4]	
Standard System[5]	1/Unl/P&L
AxlePak5	5/Unl/P&L
AxlePak7[6]	7/Unl/P&L
AxlePak10[7]	10/Unl/P&L

[1] For brake components and ABS coverage, refer to appropriate product warranties.
[2] 9000 Series is 3/Unl/P, 1/Unl/L
[3] Structural components only excluding spindle wear. Spindle wear 5/Unl/P, 1/Unl/L.
[4] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[5] When installed by Cummins-Meritor.
[6] When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.
[7] AxlePak10 is limited to Intermodal Chassis applications equipped with TPX4000 series axles.

TAG/Pusher Axles[1]

TQ, TR Beam and Brackets	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946[2]	2/Unl/P&L

[1] For brake components coverage, refer to appropriate product warranties.
[2] 3/Unl/P&L if sold with PreSet by Cummins-Meritor.

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Mechanical Suspension Systems[1]

IMS40 (Integrated Mechanical Suspension – Tandem)[2]	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single)[2]	1/Unl/P&L

[1] For axle coverage, refer to appropriate product warranties.
[2] All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems[1]

MPA40 (Tandem Axle Parallelogram)[2]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[3]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[4]	5/Unl/P, 3/Unl/L
Shock Absorbers	2/Unl/P&L
Lift Kit System	1/Unl/P&L

[1] For axle coverage, refer to appropriate product warranties.
[2] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor.
[3] "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame, consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.
[4] Raw wood applications 3/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicles

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle[1]
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Train
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus[1]
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

[1] Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is:

- Moderate mileage operation (less than 60,000 miles per year)
- On/off-road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965
FF-941
FF-942
FF-943
FF-944
FF-946
FF-961
FF-966
FF-967
FG-941
FG-943
FH-941
FH-946
FL-941
FL-943
MFS-6-151A-N
MFS-6-153B
MFS-6-162B
MFS-6-162C
MFS-7-113C-N
MFS-7-153C-N
MFS-7-163C-N
MFS-8-113B-N
MFS-8-153B-N
MFS-8-163B-N
MFS-10-122A
MFS-10-143A-N
MFS-10-144A-N
MFS-12-122
MFS-12E-122
MFS-12-122B-N
MFS-12E-122B-N
MFS-12-122C-N
MFS-12E-122C-N
MFS-12-124A-N
MFS-12-132B-N
MFS-12E-132B-N
MFS-12-132C-N
MFS-12E-132C-N
MFS-12-143A-N
MFS-12-144A-N
MFS-12-155
MFS-13-122
MFS-13-122B-N
MFS-13B-122B-N
MFS-13-122C-N
MFS-13B-122C-N
MFS-13-132B-N
MFS-13B-132B-N
MFS-13-132C-N
MFS-13B-132C-N
MFS-13-143A-N
MFS-13-144A-N
MFS-13-155
MFS-14-122
MFS-14-122B-N
MFS-14F-122B-N
MFS-14G-122B-N
MFS-14-122C-N
MFS-14F-122C-N
MFS-14G-122C-N
MFS-14-124A-N
MFS-14-132B-N
MFS-14F-132B-N
MFS-14G-132B-N
MFS-14-132C-N
MFS-14F-132C-N
MFS-14G-132C-N
MFS-14-142B-N
MFS-14F-142B-N
MFS-14G-142B-N
MFS-14-142C-N
MFS-14F-142C-N
MFS-14G-142C-N
MFS-14-143A-N
MFS-14-144A-N
MFS-16-122A-N
MFS-16-133A-N
MFS-16-135A-N
MFS-16-143A-N
MFS-18-133A-N
MFS-18-135A-N
MFS-18-192A-N
MFS-18-193A-N
MFS-20-133A-N
MFS-20-135A-N
MFS-20-192A-N
MFS-20-193A-N
MFS-22-135A-N
MFS-22H-135A-N
MFS-22-193A-N
MFS-22H-193A-N
RF-16-145
RF-21-160

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Front Drive Steer Axles – 2/Unl/P&L

MX-10-120	MX-12-120 EVO	MX-16-120	MX-19-140	MX-23-160
MX-10-120 EVO	MX-14-120	MX-18-120	MX-21-140	MX-23-810
MX-12-120	MX-14-120 EVO	MX-17-140	MX-21-160	

Front Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-14-130-FV (FSD-14A)	MX-20-130-FV (FSD-20A)	MX-23-130-SD (SDA-2300)
MX-10-130-FV (FSD-10A)	MX-16-130-FV (FSD-16A)	MX-21-130-FV (FSD-21A)	
MX-12-130-FV (FSD-12A)	MX-18-130-FV (FSD-18A)	MX-21-130-SD (SDA-2100)	
MX-13-130-FV (FSD-13A)	MX-18-130-SD (SDA-1800)	MX-23-130-FV (FSD-23A)	

Rear Drive Axles – 2/Unl/P&L

MS-17-14X	RH-23-160	RS-23-186/380	MS-26-616-SP	RS-30-185/380
MS-19-14X	RS-23-160	RS-24-160	RS-26-185/380	MS-35-380
MS-21-14X	RC-23-161	RC-25-160	RC-26-633	RS-38-380
RS-21-160	RS-23-161	RS-25-160	MS-30-616	MT-58-616
RC-23-160	RS-23-185	MS-26-616	MS-30-616-SP	MT-58-616-SP

Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-52-616	MT-58-616	RT-70-380
MT-40-14T/P	RT-46-169	MT-52-616-SP	MT-58-616-SP	MT-70-380
MT-40-14X/P	RT-58-160	RT-52-185/380[1,2]	RT-58-185/380[1,2]	RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P/A[3]	RT-46-160/P/A[1,3]	RT-46-164/P[2,3]	RT-50-160/P/A[3]	RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

[2] Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam P	3/Unl/P
Cam P	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-End Components[3]	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake[4]	2/100/P&L

[1] For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Based on stamped wear diameter max.
[4] Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P. Warranty coverage for pads is 1/100/P.

Trailer Axles[1]

Beam and Brackets[2]	5/Unl/P, 1/Unl/L
Wheel End Systems[3]	
Standard System[4]	1/Unl/P&L

[1] For brake components coverage, refer to appropriate product warranties.
[2] 9000 Series is 3/Unl/P, 1/Unl/L
[3] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[4] When installed by Cummins-Meritor.

Trailer Air Suspension Systems[1]

MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings[2]	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

[1] For axle coverage, refer to appropriate product warranties.
[2] Raw wood applications 3/Unl/P, 1/Unl/L

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L

Gearboxes – 1/Unl/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (548C)
MTC-3116 (T-2111 through-shaft)
MTC-3118-FV (TC-180 and TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3203
MTC-3205-GV (MTC-25/RTC-25)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (MTC-60/RTC-60)
MTC-3212-CV (315 and 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-4206-FV (TC-38)
MTC-4208
MTC-4210
MTC-4213

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is:

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-135A-N	MFS-20-135A-N	MFS-22H-135A-N
FL-943	MFS-18-193A-N	MFS-20-193A-N	MFS-22-193A-N
MFS-18-133A-N	MFS-20-133A-N	MFS-22-135A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19-140	MX-21-140	MX-21-160	MX-23-160	MX-23-810

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-185	RC-25-160	RS-35-185[1]
RS-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-161	RS-24-160	RS-30-185	

[1] 2/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-46-160/P	RT-50-160/P	MT-58-616
RT-40-160/P	RT-46-164/P	MT-52-616	RT-58-185[1]
MT-44-14X/P	RT-46-169	RT-52-185[1]	MT-70-380[2]

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

[2] 2/Unl/P&L

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3206-FV (TC-237)	MTC-4206-FV (TC-38)
MTC-3111 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4208
MTC-3112-CV (548C)	MTC-3208-GV (RTC-50)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3209-GV (MTC-60/RTC-60)	MTC-4213
MTC-3118-CV (358)	MTC-3212-CV (315 and 548B)	
MTC-3120-FV (TC-143)	MTC-3312-FV (TC-270)	

FIRE AND EMERGENCY WARRANTY INFORMATION

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™[1]	2/Unl/P&L

[1] Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is:

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/300/P&L

FH-946	FH-941[1]	MFS-12-155	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	71163	RC-23-162[1]	RS-21-160
RC-23-161	79163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002	MC-16003	FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000	71063	79063

Gearboxes – 1/Unl/P&L

MGX-450	MGX-451	MGX-538

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake[2]	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[2] Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P. Warranty coverage for pads is 1/100/P.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial and Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All and Rough Terrain Cranes
- Forestry
- Material Handling
- Specialized Heavy Haul
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining and Specialized Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial and Off-Highway Service Typically Is:

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are not typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	FG - 941	FN - 951	MFS-20-192A-N	MFS-22-193A-N
FF - 943	FG - 943	FS-25	MFS-20-193A-N	MFS-22H-193A-N
FF - 961	FL - 941	MFS-20-133A-N	MFS-22-135A-N	MON-Z0 FAMILY
FF - 966	FL - 943	MFS-20-135A-N	MFS-22H-135A-N	

Rear Drive Axles – 1/Unl/P

MT-14X[1]	RS-23-380	RS-30-185	RT-145[1]
RS-23-186	RS-24-160	RS-30-380	RT-160[1]

[1] 2/Unl/P for LO/LO Terminal Tractor applications

Planetary Axles – 1/Unl/P

MOB	MOE	MOH	MOT	MOZ
MOC	MOF	MOR	MOX	
MOD	MOG	MOS	MOY	

Gearboxes – 1/Unl/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111 through-shaft)
MTC-3112-CV (548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 and TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3206-FV (TC-237)
MTC-3208-GV (RTC-50)
MTC-3209-GV (MTC-60/RTC-60)
MTC-3220-FC (TC-142)

Drivelines – 1/Unl/P

RPL
MXL

Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Cummins-Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Cummins-Meritor with suspension and interface brackets designed and/or attached by non-Cummins-Meritor parties, Cummins-Meritor warranty coverage does not apply to the brackets, bracket attachment methods and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles[1]
Linehaul – King Pin Bushings 1yr/Unl P&L
All Other Vocations – King Pin Bushings Excluded

[1] King Pin Bushing wear excluded for all vocations.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Cummins-Meritor representative for specific details.

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Cummins-Meritor. If yoke is not installed by Cummins-Meritor, then Cummins-Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles
The Cummins-Meritor breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Terms and Conditions

(1) What is Covered by this Commercial Warranty?

Meritor Heavy Vehicle Systems, LLC warrants to the owner (“Owner”) that the components listed in this publication, which have been installed by an Original Equipment Manufacturer (“OEM”) as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM’s vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner or the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Cummins-Meritor publication Maintenance Manual Number I and the applicable Cummins-Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

TERMS AND CONDITIONS

(2) Designation of Vocational Use Required

To obtain warranty coverage, each Owner must notify Cummins-Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Cummins-Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Cummins-Meritor directly. Failure to notify Cummins-Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Cummins-Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Cummins-Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Cummins-Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage or vocation from that which was originally approved by Cummins-Meritor), (II) accident, natural disaster, abuse or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity) or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals or lube levels). This warranty does not cover any component or part that is not branded by Cummins-Meritor. **For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.**

(5) Remedy

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Cummins-Meritor's option. Cummins-Meritor reserves the right to require that all applicable failed materials are available and/or returned to Cummins-Meritor for review and evaluation.

(6) Disclaimer of Warranty

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies

In no event shall Cummins-Meritor be liable for special, incidental, indirect or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Cummins-Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Cummins-Meritor service location. The dealer will inspect the vehicle and contact Cummins-Meritor for an evaluation of the claim. When authorized by Cummins-Meritor, the dealer will repair or replace during the term of this warranty any defective Cummins-Meritor component covered by this warranty.

(9) Entire Agreement

This is the entire agreement between Cummins-Meritor and the Owner about warranty and no Cummins-Meritor employee or dealer is authorized to make any additional warranty on behalf of Cummins-Meritor. This agreement allocates the responsibilities for component failure between Cummins-Meritor and the Owner.

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Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

SP-95155
Bulletin 6451105 Produced in U.S.A. Rev. 1/24
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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/25/2013 WA0232

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	**Mileage (in thousands) Unl=Unlimited**	**P=Parts Only P&L=Parts & Labor**
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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WABCO

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0012

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0055

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

1/11/2011 WA0188

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

7/5/2011 WA0203

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/22/2012 WA0216

UNITED PLASTIC FABRICATING

Limited Lifetime Warranty

Effective as of January 1, 2024

1. General. United Plastic Fabricating, Inc. (the "Company") warrants to the owner (the "Owner") that the products set forth on Exhibit A, attached hereto (the "Product") will be reasonably free from defects in materials and workmanship for the service life of the Product. This Limited Lifetime Warranty (the "Warranty") only applies to Company Products that are: (a) owned by a federal, state, county or local government, a volunteer fire department or dedicated commercial fire service operation; (b) continuously and actively used in emergency response and/or fire suppression vehicles; and (c) used, stored, handled and installed in the manner recommended by Company.

2. Warranty Obligations. Subject to the exclusions and limitations set forth in this Warranty, Company will, at its option, repair or offer a one (1) time replacement of the Product without charge, if the Product fails or does not perform as warranted during the warranty period due to a manufacturing defect or a defect in materials. Repair or replacement shall include reasonable labor charges necessary to repair or replace the defective Product but shall not include: (a) the costs associated with removal of the Product from the vehicle or the cost to otherwise provide access to the Product in the vehicle; (b) the cost associated with any required upgrades the vehicle (including, without limitation, upgrades required to strengthen the vehicle's frame); or (c) travel costs, except as provided by Section 3. Company's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. In the event a Product becomes unavailable or cannot be supplied by Company for any reason a substitute Product of equal quality and functionality of the subject Product may be substituted by Company. Any repaired Product shall remain subject to this Warranty and any repair shall not extend the warranty period in any manner or start a new warranty period. Any Product that is replaced by Company shall be excluded from this Warranty. In no event shall Company be required to expend, in any one (1) or series of expenditures, more than the purchase price of the Product to repair or replace a defective Product. Amounts expended by Company shall include all amounts paid by Company in connection the repair or replacement, including without limitation, amounts paid to third-parties, material costs, incidental costs and travel costs (except as provided by Section 3).

3. Travel; Expenses; Product Access. Company shall be responsible for any travel costs incurred to repair or replace the Product provided that: (a) the Product is located in the continental United States or Canada; and (ii) the warranty claim is initiated prior to the date on which NFPA 1912 Standards (Annex D) recommends replacement of the Product. All other travel costs incurred by Company or its agents to repair or replace the Product shall be the responsibility of the party asserting the warranty claim. Company reserves the right to require, as a condition to undertaking any repair or replacement: (y) pre-payment of its anticipated travel costs; and (z) satisfactory arraignments concerning scheduling and access to the Product. If the subject Product is located in an area of the world considered, in Company's sole discretion, to be unsafe Company may refuse to process the claim or require relocation of the Product, at no expense to Company, to an area where such repairs can be performed safely by Company or its agents. In the event Company or Company's agents are dispatched to repair or replace a defective Product and the vehicle in which the Product has been installed is not available or the Product is not readily accessible, for any reason, Company or Company's agents, as the case may be, shall be immediately reimbursed for all expenses incurred therewith.

4. Exclusions: Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Warranty is conditioned upon compliance with all such instructions. This Warranty does not cover defects caused by: (a) improper installation; (b) modification, alteration or repair of the Product by any unauthorized third-party; (c) misuse, including, without limitation, improper

storage or handling of the Product (e.g. excessive exposure to UV rays); chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold); (d) damage not resulting from manufacturing defects that occur while the Product is not in Company's possession (e.g. accidents); or (e) unreasonable or unintended use of the Product. Copies of the Company's operation and maintenance instructions are available on the Company's website https://www.unitedplastic.com/upf-documents/

5. Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

6. Limitation of Liability. NO CLAIM BY OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF COMPANY TO REPAIR OR REPLACE ANY CHASSIS, SUB-FRAMES, BODIES, VALVES, DUMPS, HOSES, PRESSURE VACUUM VENTS OR OTHER SIMILAR COMPONENTS), RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

7. Reformation. If any term or provision of this Warranty shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied in any case or in any jurisdiction or jurisdictions because of the conflicting nature of any provision with any constitution or statute or rule of public policy or for any other reason, then: (a) such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy; and (b) any such invalid, inoperative, illegal or unenforceable provision shall be reformed and construed in any such jurisdiction or case so that such provision would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or case.

8. Headings. The headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Warranty.

9. Submitting a Warranty Claim. To request coverage under this Warranty you must submit a claim through Company's_website:
https://www.unitedplastic.com/contact/product-support/

10. Transferability. This Warranty is transferable and entitles the transferee to coverage for the remainder of the original warranty period.

11. Modification. This Warranty may be modified (a) as set forth on a binding sales order for the Product or (b) by a written agreement between Company and the Owner.

Exhibit A

Covered Product List

- Poly-Tanks®
- PolySide® Wetside Tanks
- Defender™ Skid Tanks
- Ellip-T™ Elliptical Tanks
- ARFF Tanks

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0009

Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is $60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;

(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(b) the repair of such product or part, or

(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

Ten (10) Year Material and Workmanship Stainless Steel Piping

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

3/22/2012 WA0035

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0057

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Graphics Fading and Deterioration

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each graphic lamination shall be free from defects in material workmanship, fading, and deterioration.**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**One (1) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/22/2010 WA0168

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer and inspection and acceptance.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Citrus County Additional Terms and Conditions

16. Public Records

Company will keep and maintain public records required by the Customer to perform the Services. Upon request from the Customer's custodian of public records, Company will provide the Customer 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. Company 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 Company does not transfer the records to the Customer. Upon completion of the Agreement, Company will transfer, at no cost, to the Customer all public records in possession of the Company or keep and maintain public records required by Customer to perform the service. If Company transfers all public records to Customer upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology system of the Customer. If Company does not comply with the Customer's request for public records, the Customer shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

17. Insurance

During the term of the Agreement, Company, 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 Company. The Company shall provide Customer a certificate(s) of insurance, evidencing such coverage.

17.1. Minimum Insurance Requirements

Company 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 Services hereunder by the Company, his agents, representatives, employees, or subcontractors. The coverage limits and endorsements required herein protect the primary interests of Customer, and these coverage 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 Company against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as Customer's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Company under a contract.

17.2. Commercial General Liability

Company must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

17.3. Automobile Liability

Company 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 Company does not own vehicles, Company shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

17.4. Workers Compensation and Employer's Liability

17.4.1 Company must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

17.4.2 For any officer of a Company that has exempt status as an individual, the Customer requires proof of workers compensation insurance coverage for that Company/employer/owner's employees. If the Company/employer/owner or individual has applied for a workers compensation exemption, the Customer does not recognize this exemption to extend to the employees of the Company/employer/owner.

17.4.3 The purpose of this section is to ensure that all companies, subcontractors, sole proprietors, or business entities of any kind who contract with the Customer for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

17.5. Cyber Insurance

If any operations to be undertaken by Company include interfacing with Customer information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Company must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

17.6. Other Insurance Provisions

17.6.1 Company shall provide a Certificate of Insurance to Customer 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 claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

17.6.2 The project's Bid number shall be noted on the certificate. **PB 26-128**

17.6.3 All required insurance policies must be maintained until the contract work has been accepted by Customer.

17.6.4 Citrus County, Florida, a political subdivision of the State of Florida, and Florida Department of Environmental Protection, 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 Customer, its officials, employees, or volunteers.

17.6.5 Company's insurance coverage shall be primary insurance as respects Customer, its officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officials, employees, or volunteers shall be excess of Company's insurance and shall be non-contributory.

17.6.6 For all policies of insurance: Company and its insurance carrier waive all subrogation rights against Customer 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 Customer requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

17.6.8 It is the Company's responsibility to ensure that all subcontractors comply with these insurance requirements. The Company shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

17.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

17.6.10 All Certificates must show that the Company's policies have been endorsed per the requirements.

18. Indemnification

Company shall indemnify, save, and hold harmless the Customer 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 Company, 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 Company, 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 Customer or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against Customer by reason of any such claim, cause of action or demand, Company shall, upon written notice from Customer, resist and defend such lawsuit or proceeding by counsel satisfactory to Customer or, at Customer's option, pay for an attorney selected by Customer to defend Customer. 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 Customer, any sums due Company under this Agreement may be retained by Customer

until all of the Customer'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 Customer.

19. E-Verification System

Company and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Company during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Company to perform work pursuant to this Contract. Company meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Company and its subcontractors shall provide Customer with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Customer is obligated to terminate this Agreement upon a good faith belief that Company or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

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.

21. Inspector General

Company agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

22. Accessible Electronic Information Technology

Company must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

23. Human Trafficking for Nongovernmental Entities

Company shall comply with the requirements set forth in Section 787.06, Florida Statute.

24.Sovereign Immunity:

Nothing contained within the terms of this Agreement shall be deemed to waive any protections afforded under Section 768.28, Florida Statutes, or any similar provisions of law.

25. Company must comply with the Terms and Conditions of the Florida Sheriff's Association Agreement and all Federal, State and Local Laws and Regulations applicable to this purchase.

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Equipment Proposal

Proposal # J3950

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: May 6, 2026 ("Proposal Date") **Customer:** Citrus County, Florida ("Customer")

Customer Address: 3600 W. Sovereign Path, Suite 266, Lecanto, FL 34461

Qty	Product Description & Options	Price
2	**Osage Warrior on F450 4x4 gas chassis Item # 259** ****Quote chassis price only - $77,200**** **Per Florida Sheriff's Bid FSA25-VEF19.0**	**$362,401.00**
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$724,802.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 28-32 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Contingent upon chassis receipt

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Citrus County, Florida
By: _____
Title: _____
Print: _____
Date: _____

Ten-8 Fire & Safety, LLC
By:
Title: **Authorized Sales Representative**
Print: **Jason Adair**
Date: **5-6-26**

EXHIBIT A

PROPOSAL OPTION LIST

Dealer Name:	**Ten8 Fire & Safety Equipment**
Salesperson:	Jason Adair
Customer Name:	Citrus County Fire Department
& Address	3600 W. Sovereighn Path
Shipping Address:	Citrus County Fire Department
Fleet Number:	
Contact Name:	Jason Morgan
Email:	Jason.Morgan@citruscountyfire.com
Phone:	352-586-0689
Fax:	
Chassis Type:	F450, 4X4, 169"WB, Gas, Race Red
Osage Unit #:	Copy of J3782-83
VIN:	

Qty		
		CHEVROLET G-SERIES TYPE III - CHASSIS ONLY
1		F-450, 169" WB, 4x4 **RACE RED** EST
1		Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)
1		Ford 2148 Warrior
Qty		**Warning & Intersection Lights, Wig-Wag**
22	W-01	**BLACK** Chrome Flanges for 9 x 7 (per light)
2	W-02	**BLACK** Chrome Flanges for 7 x 3 or 6 x 4 Lights
4	W-05	**BLACK** Chrome Flanges for ION
Qty		**Premption**
Qty		**Custom Lightbars**
Qty		**Directional Sticks**
Qty		**LED Strip Lighting**
Qty		**Whelen Smart Linear LED's**
2	W-13	Additional 900 Solid LED, R, B or A
4	W-17	Additional 900 R/C or B/C LED
3	W-21	Upgrade 900 to Split R/C or B/C

Qty		
2	W-22	700 LED I.L.O. ION-T, R, B or A
Qty		**Scene Lights**
Qty		**Siren & Speakers**
Qty		**Exterior Lighting**
1	W-84	Techniques E-41 LED Strip Lighting in all Compartments
Qty		Additional Emergency & Exterior Lighting & Siren Options & Special Instructions
1		**BLACK FLANGES ON ALL WARNING LIGHTS**
Qty		**Inverters, Chargers, Batteries, Shorelines & Outlets**
1	E-02	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100
1	E-09	Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp
Qty		**Outlets & Interior Lighting**
1	E-12	110 V Outlet, Additional per Outlet
1	E-18	Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (Strip LED)
1	E-19	Power Door Lock Control Head
7	E-20	Power Door Lock Per Door
1	E-25	Additional Dome Lights (Add to Cost of Upgrade Light, if Ordered)
Qty		**Switches & Secure Idle**
Qty		**Pre-wires, Radios, Intercom, & Clocks**
2	E-34	Antenna Pre-Wire, (additional per Pre-Wire)
2	E-35	Pre-Wire & Ground for Radio, (additional per Pre-Wire)
Qty		**ELECTRICAL OPTIONS**
Qty		**V-Mux Options**
Qty		**HVAC Systems**
1	E-66	Auxiliary Condenser
1	E-67	Upcharge to Install Condensor on Front of Module
1	E-69	2nd Engine - Driven Compressor (TM-21)
Qty		**Mirrors, Hind-Sight, Backup Camera, & Spotlights**
1	E-75	Brigade Color Reverse Camera
Qty		**ELECTRICAL OPTIONS**
Qty		**Additional Electrical Options & Special Instruction**
1		**INSTALL CUSTOMER SUPPLIED ANTENNA : CRADLEPOINT ANTENNA**
1		**CONSTANT HOT PRE-WIRE IN BOTTOM OF ALS CABINET.**
1		**RUN OSAGE SUPPLIED CAT-6 CABLE FROM ALS TO RADIO CABINET.**
1		**LIQUID SPRING CONTROLLER TO BE TUCKED BEHIND DASH KICK PANEL.**

Qty		
1		**INSTALL CUSTOMER SUPPLIED ENGLE COOLER IN ALS AT DELIVERY**
1		**INSTALL CUSTOMER SUPPLIED CRADDLE POINT IN ALS**
Qty		**I.V. & Suction**
Qty		**Cot Mounts**
1	M-09	Install Customer-supplied Power Load
Qty		**Oxygen**
1	M-13	O2 Regulator for "M" Tank
2	M-20	Zico Portable O2 Bracket QRD2
Qty		**Additional Medical Options & Special Instructions**
1		**INSTALL CUSTOMER SUPPLIED KNOX MED VAULT IN UPPER CORNER OF ALS.**
Qty		**Laminate & Vinyl**
Qty		**Flooring, Aisle, Backboard Slots**
Qty		**Seating, Squad Bench, EMT, CPR**
1	I-08	3-Pt. Child Seat
2	I-20	6-Point Seat Belt, Per Position **Note: Specify Color (If no color is chosen, black will be provided:** **Black___XX____ Orange_____ Red_____ Yellow_____**
Qty		**Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts**
1	I-36	Cabinet Over Squad Bench, (Requires 43" Between Bench Cushion & Cabinet) (Standard in 2168)
3	I-44	Tilt-up Speed Load Cabinet Windows, w/latch (per window)
6	I-51	Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)
1	I-59	Glove Storage Over Side Entry Door
Qty		**Doors, Locks, & Latches**
10	I-72	Southco Stainless Steel Latches, (per Latch)
Qty		**Counter Tops**
1		Speckled Red
Qty		**Sharps, Waste, & Drawers**
1	I-83	Sharps & Waste Drawer
Qty		**Grab Rails & Bars, Armrests**
1	I-96	12" Stainless Grab Handle
Qty		**Insulation & Sound Deadening**
Qty		**Additional Headroom, Crawl Through (Type I), Bariatric Package**
1	I-101	Custom Headroom. Fill in Height ___72"_____
1	I-105	Single Bench Lid

Qty		
		Additional Interior Options & Special Instructions
1		**DELETE CPR SEAT AND EXTEND STREETSIDE CABINETS**
1		**DELETE STANDARD CLOCK**
1		**CABINET D FULL SIZE**
Qty		**Custom Body Size, Compartments, Doors & Door Window**
1	EX-01	Custom body Length. Fill in Length ___156"_____
1	EX-05	Change Exterior Compartment Size
1	EX-06	Side Entry Door Forward Layout
1	EX-16	Stairchair Bracket
Qty		**Shelves & Dividers**
1	EX-24	Aluminum Backboard Divider
Qty		**Rear Bumpers & Entry Steps**
4	EX-39	Painted Number Placards
Qty		**Rub Rail, Tow Hooks, Mud Flaps, Chains**
1	EX-40	Rear Tow Hooks (Mounted on Rear Bumper Frame)
1	EX-56	Rubber Fenderettes
1	EX-57	Rubber Rub Rails
1	EX-59	Shelf in #2 Compartment
Qty		**MISCELLANEOUS OPTIONS**
1	MS-01	Credit for Shipping Spare Tire Loose
1	MS-04	Fire Extinguisher, 10lb
Qty		**Additional Exterior & Miscellaneous Options & Special Instructions**
1		**Delete Wheel Simulators**
Qty		**PAINT OPTIONS**
1	P-07	Any Color of Paint other than White
1	P-08	Wet Sand & Buff
Qty		**Chevrons**
1	P-14	6' Oracal Reflexite Chevron, Two Colors
1	P-20	6" Oracal Reflexite Chevron on Rear Doors, Two Colors
Qty		**Decals**
Qty		**Additional Paint Options & Special Instructions**
1		**SOL ON REAR OF EACH SIDE OF TRUCK NO SNAKE.**
1		**REFLECTIVE LETTERING.**
1		**WRAP/STRIPING/STAR**

Qty	Additional Options & Instructions
6	**Paint Wheels Black**
1	**PAINT BLACK ROOF CAP, DOES NOT INCLUDE THE ROOF. ROOF IS RED NOT VISABLE FROM THE GROUND.**

EXHIBIT B

WARRANTY

Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. **PRODUCT CONVERSION WARRANTY**
For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. **ELECTRICAL WARRANTY**
For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. **ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE**
Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of Three (3) years or 36,000 miles, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. **PAINT WARRANTY 5 YEARS OR 100,000 MILES**
Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. **GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES**
Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles.** Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. **BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER) 1 year or 12,000 miles**
Osage warranties blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.
This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

    a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

    b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer and acceptance.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Not applicable.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Citrus County Additional Terms and Conditions

16. Public Records

Company will keep and maintain public records required by the Customer to perform the Services. Upon request from the Customer's custodian of public records, Company will provide the Customer 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. Company 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 Company does not transfer the records to the Customer. Upon completion of the Agreement, Company will transfer, at no cost, to the Customer all public records in possession of the Company or keep and maintain public records required by Customer to perform the service. If Company transfers all public records to Customer upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology system of the Customer. If Company does not comply with the Customer's request for public records, the Customer shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

17. Insurance

During the term of the Agreement, Company, 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 Company. The Company shall provide Customer a certificate(s) of insurance, evidencing such coverage.

17.1. Minimum Insurance Requirements

Company 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 Services hereunder by the Company, his agents, representatives, employees, or subcontractors. The coverage limits and endorsements required herein protect the primary interests of Customer, and these coverage 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 Company against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as Customer's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Company under a contract.

17.2. Commercial General Liability

Company must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

17.3. Automobile Liability

Company 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 Company does not own vehicles, Company shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

17.4. Workers Compensation and Employer's Liability

17.4.1 Company must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

17.4.2 For any officer of a Company that has exempt status as an individual, the Customer requires proof of workers compensation insurance coverage for that Company/employer/owner's employees. If the Company/employer/owner or individual has applied for a workers compensation exemption, the Customer does not recognize this exemption to extend to the employees of the Company/employer/owner.

17.4.3 The purpose of this section is to ensure that all companies, subcontractors, sole proprietors, or business entities of any kind who contract with the Customer for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

17.5. Cyber Insurance

If any operations to be undertaken by Company include interfacing with Customer information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Company must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

17.6. Other Insurance Provisions

17.6.1 Company shall provide a Certificate of Insurance to Customer 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 claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

17.6.2 The project's Bid number shall be noted on the certificate. **PB 26-128**

17.6.3 All required insurance policies must be maintained until the contract work has been accepted by Customer.

17.6.4 Citrus County, Florida, a political subdivision of the State of Florida, and Florida Department of Environmental Protection, 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 Customer, its officials, employees, or volunteers.

17.6.5 Company's insurance coverage shall be primary insurance as respects Customer, its officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officials, employees, or volunteers shall be excess of Company's insurance and shall be non-contributory.

17.6.6 For all policies of insurance: Company and its insurance carrier waive all subrogation rights against Customer 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 Customer requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

17.6.8 It is the Company's responsibility to ensure that all subcontractors comply with these insurance requirements. The Company shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

17.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

17.6.10 All Certificates must show that the Company's policies have been endorsed per the requirements.

18. Indemnification

Company shall indemnify, save, and hold harmless the Customer 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 Company, 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 Company, 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 Customer or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against Customer by reason of any such claim, cause of action or demand, Company shall, upon written notice from Customer, resist and defend such lawsuit or proceeding by counsel satisfactory to Customer or, at Customer's option, pay for an attorney selected by Customer to defend Customer. 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 Customer, any sums due Company under this Agreement may be retained by Customer

until all of the Customer'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 Customer.

19. E-Verification System

Company and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Company during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Company to perform work pursuant to this Contract. Company meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Company and its subcontractors shall provide Customer with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Customer is obligated to terminate this Agreement upon a good faith belief that Company or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

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.

21. Inspector General

Company agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

22. Accessible Electronic Information Technology

Company must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

23. Human Trafficking for Nongovernmental Entities

Company shall comply with the requirements set forth in Section 787.06, Florida Statute.

24.Sovereign Immunity:

Nothing contained within the terms of this Agreement shall be deemed to waive any protections afforded under Section 768.28, Florida Statutes, or any similar provisions of law.

25. Company must comply with the Terms and Conditions of the Florida Sheriff's Association Agreement and all Federal, State and Local Laws and Regulations applicable to this purchase.

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RESOLUTION NO. 2026-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AMENDING THE EMERGENCY MEDICAL SERVICE FISCAL YEAR 2025-26 BUDGET

WHEREAS, the Citrus County Fire Rescue Department has identified the need for the replacement of aging frontline apparatus; and

WHEREAS, additional funds need to be appropriated for the purchase of these apparatus and will be funded though the Fire Services Vehicle Trust and the EMS Vehicle Trust; and

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2025-2026 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 2025-2026 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 26th day of May 2026, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

TRACI PERRY, CLERK

DIANA FINEGAN, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Exhibit A

480 EMERGENCY MEDICAL SERVICE

Amendment #		Account Number	Account Description	Amount
	Expenditures	480-4180-59100	TRANSFERS	$36,515
		480-4180-61000	RESERVED BUDGET FUND BAL	($36,515)
			Total Expenditures	$0

481 EMS VEHICLE TRUST

Amendment #		Account Number	Account Description	Amount
	Revenues	481-381000	INTERFUND TRANSFERS	$36,515
			Total Revenues	$36,515
	Expenditures	481-4181-56400	MACHINERY & EQUIPMENT	$70,802
		481-4181-61000	RESERVED BUDGET FUND BAL	($34,287)
			Total Expenditures	$36,515

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	ITB 22-030 Amendment No. 5; Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup; Gamco Properties III, Inc.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On March 22, 2022, the Board awarded an Invitation to Bid, ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup, to Gamco Properties III, Inc. as the Contractor, to provide mowing and trimming of median/curbed roadways with litter pick-up in Citrus County beginning on March 22, 2022, for a period of three (3) years with an option to renew for three (3) additional one (1) year periods.

On May 22, 2022, the Board amended the Agreement to add Section "A" to the locations to be serviced by the Contractor and modified the price schedule to include the price for the added location.

On July 9, 2024, the Board amended the Agreement to remove Sections "D" and "F" from the list of locations to be served by the Contractor and modified the price schedule to remove the price associated with each location removed.

On January 14, 2025, the Board amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the Agreement to March 28, 2026.

On March 10, 2026, the Board amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to March 28, 2027, and modified the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173.

Staff now recommends amending the Agreement to add four (4) additional trimmings to all locations to be serviced by the Contractor, and to amend the fee Schedule to those rates set forth in Revised Exhibit B.

Adding the four (4) additional trimmings to all locations will be an annual increase of approximately $4,620.00. The total annual cost of this service is $54,060.00 for this term.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4102-53409	Contractual Serv Mowing	$502,000	$53,481	$414,689	$33,830

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 5 to the Agreement between Citrus County, Florida, and Gamco Properties III, Inc. to add four (4) additional trimmings to all locations to be serviced by the Contractor, and to amend the fee schedule to those rates set forth in Revised Exhibit B with an increase dollar amount of $4,620.00 annually. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS (Workers' Comp expired, getting updated COI)
2. ITB 22-030 Executed Agreement
3. Executed ITB 22-30 Amendment No. 1
4. ITB 22-030 Executed Amendment No. 2
5. ITB 22-030 Executed Amendment No. 3
6. ITB 22-030 Executed Amendment No. 4

Board of County Commissioners

Department of Public Works

Road Maintenance Division

1300 S. Lecanto Hwy. Lecanto, FL 34461

Telephone: (352) 527-7610

www.citrusbocc.com

Memorandum

March 11, 2026

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Director, Road Maintenance Division

THRU : Carlton Hall, Director, Department of Public Works

SUBJECT : Bid Renewal for ITB – 22-030 – Mowing/Trimming/Litter Pick-up for Curbed Roadways/Medians/DRA's

We are requesting to amend the Scope of Work so that the contractor completes trimming with each mowing and litter pick up round. This will increase the frequency of trimming at all locations from eight to twelve times per year.

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

JLS/lms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Gamco Properties III Inc 440 N LAKE SHENANDOAH LOOP INVERNESS, FL 34453	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	P102.002.220.7	11/09/2025	11/09/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus County, Florida is listed as Additional Insured subject to policy terms and conditions. ITB 19-083, ITB 19-085, ITB 19-033, ITB 22-030, QTE 22-061. A Waiver of Subrogation endorsement applies in favor of the Additional Insured.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
#180
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2026

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 Acentria Insurance - Inverness 117 N Seminole Ave Inverness FL 34450 License#: L100460 GAMCPRO-01	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 352-637-5191 **FAX (A/C, No):** 352-637-2396 **E-MAIL ADDRESS:**
INSURED Gamco Properties III Inc PO Box 1628 Inverness FL 34451	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Auto-Owners Insurance Company / 18988 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1347092227 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [X] NON-OWNED AUTOS	Y		4697801302	11/6/2025	11/6/2026	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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] 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	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract numbers: ITB 19-083, ITB 19-085, ITB 19-033, ITB 22-030 & QTE 22-061

Additional Insured Names: Citrus County, Florida, a political subdivision of the State of Florida

Waiver of Subrogation applies to: Citrus County, Florida, a political subdivision of the State of Florida

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W Sovereign Path, Ste 266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/05/2025

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: Paychex Insurance Agency, Inc.	
PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	PHONE (A/C, No, Ext): 877-266-6850	FAX (A/C, No):
	E-MAIL ADDRESS: FlexCerts@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Markel Insurance Company	38970
INSURED	INSURER B :	
GAMCO PROPERTIES III, INC PO BOX 1628 ?????????????????????????????? INVERNESS, FL 34451	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	NA	Y	MWC0167885-06	04/29/2025	04/29/2026	✘ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation granted in favor of the certificate holder.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Hiscox Insurance Company Inc.

AMB #: 003030 NAIC #: 10200 FEIN #: 986000550

Mailing Address
30 N. Lasalle Street, Suite 1760
Chicago, Illinois 60602
United States

View Additional Address Information

Web: www.hiscox.com
Phone: 646-452-2353
Fax: 212-922-9652

AM Best Rating Unit: AMB #: 051951 - Hiscox Ltd

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 051951 - Hiscox Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 13, 2025
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 13, 2025
Initial Rating Date:	June 26, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

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: Rosemarie Mirabella

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 Hiscox Ltd and Its Subsidiaries
November 13, 2025

Auto-Owners Insurance Company

AMB #: 000188 NAIC #: 18988 FEIN #: 380315280

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160
United States

View Additional Address Information

Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	May 30, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Christopher Lewis
Director: Alan Murray
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

Markel Insurance Company

AMB #: 002699 NAIC #: 38970 FEIN #: 363101262

Mailing Address
4521 Highwoods Parkway
Glen Allen, Virginia 23060
United States

View Additional Address Information

Web: www.markelcorp.com
Phone: 804-747-0136
Fax: 804-527-7905

AM Best Rating Unit: AMB #: 003191 - Markel North America 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, 058405 - Markel Group Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 21, 2025
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:	November 21, 2025
Initial Rating Date:	June 29, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta, CPCU

Director: Alan Murray

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 Group Inc. and Its Subsidiaries
November 21, 2025

Amendment No. 5 To Agreement
ITB 22-030
Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

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 Gamco Properties III, Inc. (hereinafter referred to as "Contractor").

WHEREAS, on March 22, 2022, County and Contractor entered into the Agreement to provide mowing and trimming of median/curbed roadways with litter pick-up in Citrus County beginning on March 29, 2022; and

WHEREAS, on May 24, 2022, County and Contractor amended the Agreement to add Section "A" to the locations to be serviced by Contractor and modified the price schedule to include the price for the added location; and

WHEREAS, On July 9, 2024, County and Contractor amended the Agreement to remove Sections "D" and "F" from the list of locations to be serviced by Contractor and modified the price schedule to remove the price associated with each location removed; and

WHEREAS, On January 14, 2025, County and Contractor amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the Agreement to March 28, 2026; and

WHEREAS, On March 10, 2026, County and Contractor amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to March 28, 2027 and agreed to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

WHEREAS, County and Contractor desire to amend the Agreement to add four (4) additional trimmings to all locations to be serviced by the Contractor, and to amend the fee Schedule to those rates set forth in Revised Exhibit B, attached hereto, effective beginning when both parties have executed this Amendment; and

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby amend the Agreement to add four (4) additional trimmings to the locations to be serviced by the Contractor as shown in Revised Exhibit B, attached hereto and made a part thereof.

3. County and Contractor herby amend the fee schedule to those rates set forth in Revised Exhibit B, attached hereto and made a part thereof, effective beginning when both parties have executed this Amendment.

4. County and Contractor agree that all other terms and conditions of the Agreement and prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

5. Each person signing the Amendment warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 5 to the Agreement is accepted by the parties as of the date noted below.

GAMCO PROPERTIES III, INC.

Leigha Utter
Signature of Witness (1)

Leigha Utter
Printed Name of Witness (1)

Saleem Mahmood
Signature of Witness (2)

Saleem Mahmood
Printed Name of Witness (2)

BY: _____
DAVID CALDWELL, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 27th day of April, 2026, by David Caldwell as President who is ☑ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 27th day of April, 2026.

Official use only

Linda Morse
NOTARY PUBLIC Signature
Printed Name: Linda Morse
Commission No.: HH 415855
Expiration Date: 7/6/27

SEAL

LINDA MORSE
Commission # HH 415855
Expires July 6, 2027

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Revised Exhibit "B"

Bid Schedule

Section A				
S. Airport Rd from end of curb line- 2786 ft north of E Watson St to end of curb line -3094 ft south of S Florida Ave -Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$60.00	$720.00	$60.00	$720.00
Trimming per trim	$20.00	~~$160.00~~	$20.00	$240.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$1,120.00~~		$1,200.00
S. Airport Road - Two (2) Drainage Retention Areas (DRA's)	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$140.00	$1,680.00	$140.00	$1,680.00
Trimming per trim	$40.00	~~$320.00~~	$40.00	$480.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$2,240.00~~		$2,400.00
Total for Section A	~~$3,360.00~~		$3,600.00	

Section B				
Beverly Hills Blvd from N. Lecanto Hwy to Civic Circle, Medians and Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$150.00	$1,800.00	$150.00	$1,800.00
Trimming per trim	$120.00	~~$960.00~~	$120.00	$1,440.00
Litter Pick up per cut	$25.00	$300.00	$25.00	$300.00
TOTAL		~~$3,060.00~~		$3,540.00
Total for Section B	~~$3,060.00~~		$3,540.00	

Section C				
Canterbury Lake Estates -Median & Roadsides - refer to list	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$200.00	$2,400.00	$200.00	$2,400.00
Trimming per trim	$65.00	~~$520.00~~	$65.00	$780.00
Litter Pick up per cut	$40.00	$480.00	$40.00	$480.00
TOTAL		~~$3,400.00~~		$3,660.00
Canterbury Lake Estates -Eleven (11) Drainage Retention Areas (DRA's)	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$250.00	$3,000.00	$250.00	$3,000.00
Trimming per trim	$65.00	~~$520.00~~	$65.00	$780.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$3,760.00~~		$4,020.00
Total for Section C	~~$7,160.00~~		$7,680.00	

Section E				
N Croft Ave from 850' S of E Hayes St to E Novell Bryant Hwy - Medians & Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$130.00	$1,560.00	$130.00	$1,560.00
Trimming per trim	$25.00	~~$200.00~~	$25.00	$300.00
Litter Pick up per cut	$10.00	$120.00	$10.00	$120.00
TOTAL		~~$1,880.00~~		$1,980.00
E Rotor Wing Path - One (1) Drainage Retention Area (DRA)	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$40.00	$480.00	$40.00	$480.00
Trimming per trim	$25.00	~~$200.00~~	$25.00	$300.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$920.00~~		$1,020.00
E Trailblazer Ln from N Croft Ave to end of Drainage Retention Area (DRA) -Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$40.00	$480.00	$40.00	$480.00
Trimming per trim	$10.00	~~$80.00~~	$10.00	$120.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$800.00~~		$840.00
Total for Section E	~~$3,600.00~~		$3,840.00	

Section H				
N Forest Ridge Blvd from W Norvell Bryant Hwy to N. Lecanto Hwy - Medians and Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$300.00	$3,600.00	$300.00	$3,600.00
Trimming per trim	$65.00	~~$520.00~~	$65.00	$780.00
Litter Pick up per cut	$65.00	$780.00	$65.00	$780.00
TOTAL		~~$4,900.00~~		$5,160.00
W Garbo Lane - Lot	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$20.00	$240.00	$20.00	$240.00
Trimming per trim	$10.00	~~$80.00~~	$10.00	$120.00
Litter Pick up per cut	$10.00	$120.00	$10.00	$120.00
TOTAL		~~$440.00~~		$480.00
Total for Section H	~~$5,340.00~~		$5,640.00	

Section I				
N Highview Ave from Quince St to W Gulf to Kale Hwy - Medians & Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$65.00	$780.00	$65.00	$780.00
Trimming per trim	$20.00	~~$160.00~~	$20.00	$240.00
Litter Pick up per cut	$10.00	$120.00	$10.00	$120.00
TOTAL		~~$1,060.00~~		$1,140.00
Total for Section I	~~$1,060.00~~		$1,140.00	

Section J				
Frontage Road from W Laurel St to Racetrac Entrance - Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$15.00	$180.00	$15.00	$180.00
Trimming per trim	$10.00	~~$80.00~~	$10.00	$120.00
Litter Pick up per cut	$10.00	$120.00	$10.00	$120.00
TOTAL		~~$380.00~~		$420.00
W. Laurel St from S Lecanto Hwy to West end of W Laurel St - Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$20.00	$240.00	$20.00	$240.00
Trimming per trim	$10.00	~~$80.00~~	$10.00	$120.00
Litter Pick up per cut	$10.00	$120.00	$10.00	$120.00
TOTAL		~~$440.00~~		$480.00
S Lecanto Hwy from Audubon Park Path to W Gulf to Lake Hwy - Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$250.00	$3,000.00	$250.00	$3,000.00
Trimming per trim	$75.00	~~$600.00~~	$75.00	$900.00
Litter Pick up per cut	$25.00	$300.00	$25.00	$300.00
TOTAL		~~$3,900.00~~		$4,200.00
S Lecanto Hwy from end of Curb line South of W Grover Cleveland Blvd to W Gulf to Lake Hwy - Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$325.00	$3,900.00	$325.00	$3,900.00
Trimming per trim	$250.00	~~$2,000.00~~	$250.00	$3,000.00
Litter Pick up per cut	$100.00	$1,200.00	$100.00	$1,200.00
TOTAL		~~$7,100.00~~		$8,100.00
S Line Rd from 50' North of E Southern St to W Gulf to Lake Hwy	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$40.00	$480.00	$40.00	$480.00
Trimming per trim	$30.00	~~$240.00~~	$30.00	$360.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$960.00~~		$1,080.00
W Southern St from S Line Rd to S. Lecanto Hwy. - Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$25.00	$300.00	$25.00	$300.00
Trimming per trim	$10.00	~~$80.00~~	$10.00	$120.00
Litter Pick up per cut	$5.00	$60.00	$5.00	$60.00
TOTAL		~~$440.00~~		$480.00
W Southern St from 315' west of S Lecanto Hwy to S. Lecanto Hwy. - Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$60.00	$720.00	$60.00	$720.00
Trimming per trim	$50.00	~~$400.00~~	$50.00	$600.00
Litter Pick up per cut	$30.00	$360.00	$30.00	$360.00
TOTAL		~~$1,480.00~~		$1,680.00
Total for Section J	**~~$14,700.00~~**		**$16,440.00**	

Section K				
N Modelwood Dr from N Lecanto Hwy to end of Curb Line- Medians and Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$65.00	$780.00	$65.00	$780.00
Trimming per trim	$20.00	~~$160.00~~	$20.00	$240.00
Litter Pick up per cut	$20.00	$240.00	$20.00	$240.00
TOTAL		~~$1,180.00~~		$1,260.00
N Modelwood Drive - One (1) Drainage Retention Area (DRA)	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$60.00	$720.00	$60.00	$720.00
Trimming per trim	$15.00	~~$120.00~~	$15.00	$180.00
Litter Pick up per cut	$15.00	$180.00	$15.00	$180.00
TOTAL		~~$1,020.00~~		$1,080.00
Total for Section K	~~$2,200.00~~		$2,340.00	

Section L				
W Pine Ridge Blvd from N Lecanto Hwy to 386 ft east of N Perry Drive - Medians	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$250.00	$3,000.00	$250.00	$3,000.00
Trimming per trim	$100.00	~~$800.00~~	$100.00	$1,200.00
Litter Pick up per cut	$75.00	$900.00	$75.00	$900.00
TOTAL		~~$4,700.00~~		$5,100.00
Total for Section L	~~$4,700.00~~		$5,100.00	

Section N				
W Roosevelt Blvd from N Lecanto Hwy to W Forest Ridge Blvd - Medians & Roadsides	**Price Totals**		**Revised Price Totals (with 12 trimmings)**	
Mowing per cut	$150.00	$1,800.00	$150.00	$1,800.00
Trimming per trim	$120.00	~~$960.00~~	$120.00	$1,440.00
Litter Pick up per cut	$125.00	$1,500.00	$125.00	$1,500.00
TOTAL		~~$4,260.00~~		$4,740.00
Total for Section N	~~$4,260.00~~		$4,740.00	

TOTAL ALL SECTIONS	~~$49,440.00~~	$54,060.00

Total = 12 Mowings + ~~8 Trimmings~~ 12 Trimmings + 12 Litter Pick-ups

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Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

March 29, 2022

David Caldwell, President
Gamco Properties III, Inc.
P.O. Box 1628
Inverness, Florida 34451

REF: Agreement, ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on March 22, 2022.

Agreement enclosed for your files. Congratulations.

Sincerely,

Karin McMahon

Karin McMahon
Purchasing Assistant
Department of Management and Budget

cc: James Sterling, Road Maintenance Director

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 22nd day of March 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Gamco Properties III, 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	David Caldwell, President Gamco Properties III, Inc. P.O. Box 1628 Inverness, Florida 34451 Phone: 352-201-0658 Fax: none Email: dcald0619@embarqmail.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 March 29, 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.

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

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.

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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.7 Other Insurance Provisions:

14.7.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.7.2 The project's proposal number shall be noted on the certificate. **ITB 22-030**

14.7.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.7.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.7.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.7.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

14.7.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.7.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.7.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

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

15.0 Indemnification: Contractor shall indemnify, save, and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but

not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with

all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful 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.

19.32 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.33 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's

books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

GAMCO PROPERTIES III, INC.

Signature of Witness (1)

Brandon Cellura
Printed Name of Witness (1)

Signature of Witness (2)

Madison Thompson
Printed Name of Witness (2)

BY: _____
DAVID CALDWELL, PRESIDENT

STATE OF FL
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 18th day of February, 2022, by John David Caldwell as President who is ☐ personally known to me or ☑ who produced FL Drivers License as identification.

Witness my hand and official seal this 18th day of February, 2022.

Official use only

Brandon Cellura
Notary Public
State of Florida
My Commission Expires 09/11/2023
Commission No. GG 912294

NOTARY PUBLIC Signature
Printed Name: Brandon Cellura
Commission No.: GG 912294
Expiration Date: 9-11-23

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
RONALD E. KITCHEN, JR, CHAIRMAN

DATE: 3/22/2022

APPROVED

MAR 2 2 2022

BOARD OF COUNTY COMMISSIONERS

EXHIBIT "A"

SCOPE OF SERVICES

It is the intent of these specifications to cover the work involved with routine finish mowing of County right of ways for the purpose of controlling growth on grassed areas. It is recognized and understood that the prime purpose of grassed areas is to control erosion, and secondly, to provide a stabilized vehicle recovery area. The Contractor is, therefore, responsible for proper procedures to assure the grassed recovery areas are not jeopardized by his activities. The Director of Road Maintenance shall be the sole judge of when the mowings/trimmings are to be performed. Also, any one or more scheduled mowings/trimmings may be deleted if growth fails to reach the point where mowing/trimming is needed. All work will be approved by the Director of Road Maintenance before payment is released to the Contractor. It is the County's intent to mow the full width of the right of ways.

The number, size of mowers and power equipment used is at the Contractor's option with the Road Maintenance Directors approval. It is a requirement of these specifications, however, that the work required be performed in a timely fashion and that the mowing areas be kept neat and clean. Mowing will be with equipment that will either mulch or pick up clippings and keep the areas in a neat and clean appearance with a cutting height of 2–3 inches.

The Contractor shall furnish and erect such temporary signs as are necessary to protect the traveling public as well as his own equipment. Such Maintenance of Traffic signs shall be placed in accordance with the Florida Department of Transportation guidelines. Bidder 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.

Mowings/trimmings 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.

Litter pickup will be completed prior to mowing events and will include the entire mowing area. Litter will be bagged and taken to the Citrus County Landfill. Citrus County will be responsible for disposal costs. It shall be the Contractor's responsibility to check these roads for mowing/trimming areas and distances prior to submitting bids.

Mowings/trimmings will be priced on an individual basis and will be performed on a regular basis not to exceed three weeks in between or as directed 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 rutting on the shoulders and side slopes.

The frequency of mowing should allow clippings to remain on site but any windrowing/clumping that occurs or clippings that remain on the surface that could be harmful to the grass or be unsightly must be removed and disposed of by the Contractor. All walks, streets, paths, and any other hard surfaces must be swept or blown free of all grass clippings after each mowing.

Trimming will include edging and weed eating. Edging will be performed along roadways, curbs, driveways, drainage inlets, sidewalks, and multi-use paths. All edging will be completed by a bladed edger with the exception of roads without concrete curb and gutter. These roads may be edged with a string trimmer. Weed eating will be performed around signposts, fire hydrants, handrails, guardrails, utility poles, and on all vegetation growing between the cracks of the curb, sidewalk, driveway aprons, drainage structures, or road edges. The trimming shall be priced separately and will be scheduled by the Director of Road Maintenance, probably not to exceed eight times during the year and will be completed simultaneously with the mowing event.

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, Bldg. 3001, Lecanto, FL.

EXHIBIT "B"
Bid Schedule
ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pick up

Company Name:	Gamco Properties III, Inc.	
Section B		
Beverly Hills Blvd from N. Lecanto Hwy to Civic Circle, Medians and Roadsides		
Mowing per cut	$150.00	$1,800.00
Trimming per trim	$120.00	$960.00
Litter Pick up per cut	$25.00	$300.00
TOTAL		$3,060.00
Total for Section B	$3,060.00	
Section C		
Canterbury Lake Estates -Median & Roadsides - refer to list		
Mowing per cut	$200.00	$2,400.00
Trimming per trim	$65.00	$520.00
Litter Pick up per cut	$40.00	$480.00
TOTAL		$3,400.00
Canterbury Lake Estates -Eleven (11) Drainage Retention Areas (DRA's)		
Mowing per cut	$250.00	$3,000.00
Trimming per trim	$65.00	$520.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$3,760.00
Total for Section C	$7,160.00	
Section D		
W Citrus Springs Blvd from N Florida Ave to N Deltona Blvd - Roadsides		
Mowing per cut	$200.00	$2,400.00
Trimming per trim	$125.00	$1,000.00
Litter Pick up per cut	$25.00	$300.00
TOTAL		$3,700.00
Total for Section D	$3,700.00	

EXHIBIT "B"
Bid Schedule
ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pick up

Company Name:	Gamco Properties III, Inc.	
Section E		
N Croft Ave from 850' S of E Hayes St to E Novell Bryant Hwy - Medians & Roadsides		
Mowing per cut	$130.00	$1,560.00
Trimming per trim	$25.00	$200.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$1,880.00
E Rotor Wing Path - One (1) Drainage Retention Area (DRA)		
Mowing per cut	$40.00	$480.00
Trimming per trim	$25.00	$200.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$920.00
E Trailblazer Ln from N Croft Ave to end of Drainage Retention Area (DRA) -Roadsides		
Mowing per cut	$40.00	$480.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$800.00
Total for Section E	$3,600.00	
Section F		
W Country Club Blvd from W Lorraine Dr to N. Golfview Dr - Medians		
Mowing per cut	$20.00	$240.00
Trimming per trim	$5.00	$40.00
Litter Pick up per cut	$5.00	$60.00
TOTAL		$340.00
Total for Section F	$340.00	

EXHIBIT "B"
Bid Schedule
ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pick up

Company Name:	Gamco Properties III, Inc.	
Section H		
N Forest Ridge Blvd from W Norvell Bryant Hwy to N. Lecanto Hwy - Medians and Roadsides		
Mowing per cut	$300.00	$3,600.00
Trimming per trim	$65.00	$520.00
Litter Pick up per cut	$65.00	$780.00
TOTAL		$4,900.00
W Garbo Lane - Lot		
Mowing per cut	$20.00	$240.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$440.00
Total for Section H	$5,340.00	
Section I		
N Highview Ave from Quince St to W Gulf to Kale Hwy - Medians & Roadsides		
Mowing per cut	$65.00	$780.00
Trimming per trim	$20.00	$160.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$1,060.00
Total for Section I	$1,060.00	
Section J		
Frontage Road from W Laurel St to Racetrac Entrance - Roadsides		
Mowing per cut	$15.00	$180.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$380.00
W. Laurel St from S Lecanto Hwy to West end of W Laurel St - Roadsides		
Mowing per cut	$20.00	$240.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$440.00

EXHIBIT "B"
Bid Schedule
ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pick up

Company Name:	Gamco Properties III, Inc.	
Section J Continued from Previous Page		
S Lecanto Hwy from Audubon Park Path to W Gulf to Lake Hwy - Roadsides		
Mowing per cut	$250.00	$3,000.00
Trimming per trim	$75.00	$600.00
Litter Pick up per cut	$25.00	$300.00
TOTAL		$3,900.00
S Lecanto Hwy from end of Curb line South of W Grover Cleveland Blvd to W Gulf to Lake Hwy - Roadsides		
Mowing per cut	$325.00	$3,900.00
Trimming per trim	$250.00	$2,000.00
Litter Pick up per cut	$100.00	$1,200.00
TOTAL		$7,100.00
S Line Rd from 50' North of E Southern St to W Gulf to Lake Hwy		
Mowing per cut	$40.00	$480.00
Trimming per trim	$30.00	$240.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$960.00
W Southern St from S Line Rd to S. Lecanto Hwy. - Roadsides		
Mowing per cut	$25.00	$300.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$5.00	$60.00
TOTAL		$440.00
W Southern St from 315' west of S Lecanto Hwy to S. Lecanto Hwy. - Roadsides		
Mowing per cut	$60.00	$720.00
Trimming per trim	$50.00	$400.00
Litter Pick up per cut	$30.00	$360.00
TOTAL		$1,480.00
Total for Section J	$14,700.00	

EXHIBIT "B"
Bid Schedule
ITB 22-030, Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pick up

Company Name:	Gamco Properties III, Inc.	
Section K		
N Modelwood Dr from N Lecanto Hwy to end of Curb Line- Medians and Roadsides		
Mowing per cut	$65.00	$780.00
Trimming per trim	$20.00	$160.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$1,180.00
N Modelwood Drive - One (1) Drainage Retention Area (DRA)		
Mowing per cut	$60.00	$720.00
Trimming per trim	$15.00	$120.00
Litter Pick up per cut	$15.00	$180.00
TOTAL		$1,020.00
Total for Section K	$2,200.00	
Section L		
W Pine Ridge Blvd from N Lecanto Hwy to 386 ft east of N Perry Drive - Medians		
Mowing per cut	$250.00	$3,000.00
Trimming per trim	$100.00	$800.00
Litter Pick up per cut	$75.00	$900.00
TOTAL		$4,700.00
Total for Section L	$4,700.00	
Section N		
W Roosevelt Blvd from N Lecanto Hwy to W Forest Ridge Blvd - Medians & Roadsides		
Mowing per cut	$150.00	$1,800.00
Trimming per trim	$120.00	$960.00
Litter Pick up per cut	$25.00	$300.00
TOTAL		$3,060.00
Total for Section N	$3,060.00	

Total = 12 Mowings + 8 trimmings+ 12 litter Pick ups

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

May 27, 2022

Gamco Properties III, Inc.
P.O. Box 1628
Inverness, Florida 34451

REF: Amendment No. 1, ITB 22-030 Mowing & Trimming of Curbed Roadways/Medians with Litter Pick-Up

The Board of County Commissioners approved the Amendment No. 1 to Agreement and authorized the Chairman to execute the Amendment on May 24, 2022.

Amendments enclosed for your files.

Sincerely,

Karin McMahon
Karin McMahon
Purchasing Assistant
Department of Management & Budget

Cc: James Sterling, Road Maintenance Director

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY [illegible] D.C.
THIS 25 DAY OF May 20 22

AMENDMENT NO. 1 TO AGREEMENT
ITB 22-030
Contract Mowing and Trimming of Median/Cubed Roadways with Litter Pickup

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 Gamco Properties III, Inc. (hereinafter referred to as "Contractor").

WHEREAS, on March 22, 2022, County and Contractor entered into the Agreement to provide mowing and trimming of median/curbed roadways with litter pick-up in Citrus County.

WHEREAS, County and Contractor desire to amend the Agreement to add locations along S. Airport Road to be serviced by Contractor for the price set forth in Exhibit "A" attached hereto; and

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby add locations along S. Airport Road to be serviced by Contractor for the price set forth in Exhibit "A" attached hereto.

3. County and Contractor agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No.1 to the Agreement is accepted by the parties as of the date noted below.

GAMCO PROPERTIES III, INC.

Carmon Forbus
Signature of Witness (1)

Carmon Forbus
Printed Name of Witness (1)

Dana James
Signature of Witness (2)

Dana James
Printed Name of Witness (2)

BY: _____
DAVID CALDWELL, PRESIDENT

STATE OF FL
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 20th day of April, 2022, by David Caldwell as President who is ☐ personally known to me or ☑ who produced FLDL as identification.

Witness my hand and official seal this 20th day of April, 2022.

Carmon Forbus
NOTARY PUBLIC Signature
Printed Name: Carmon Forbus
Commission No.: GG 907882
Expiration Date: 10.28.2023

SEAL

CARMON FORBUS
MY COMMISSION # GG 907882
EXPIRES: October 28, 2023
Bonded Thru Notary Public Underwriters

Official use only

APPROVED

MAY 24 2022

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
RONALD E. KITCHEN, JR, CHAIRMAN

DATE: 5/24/2022

Exhibit "A"

Section A		
S. Airport Rd from end of curb line- 2786 ft north of E Watson St to end of curb line -3094 ft south of S Florida Ave -Roadsides		
Mowing per cut	$60.00	$720.00
Trimming per trim	$20.00	$160.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$1,120.00
S. Airport Road - Two (2) Drainage Retention Areas (DRA's)		
Mowing per cut	$140.00	$1,680.00
Trimming per trim	$40.00	$320.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$2,240.00
Total for Section A	$3,360.00	

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

July 15, 2024

David Caldwell, President
Gamco Properties III, Inc.
P.O. Box 1628
Inverness, Florida 34451

REF: ITB 22-030 Amendment No. 2; Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on July 9, 2024.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: Darin Wilson, Contract Manager, Road Maintenance Division
James Sterling, Director, Road Maintenance Division
Carlton Hall, Acting Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY D.C.
THIS 12 DAY OF July 20 24

AMENDMENT NO. 2 TO AGREEMENT
ITB 22-030
Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

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 Gamco Properties III, Inc. (hereinafter referred to as "Contractor").

WHEREAS, on March 22, 2022, County and Contractor entered into the Agreement to provide mowing and trimming of median/curbed roadways with litter pick-up in Citrus County; and

WHEREAS, on May 24, 2022, County and Contractor entered into Amendment No. 1 to add Section "A" to the locations to be serviced by Contractor and modified the price schedule to include the price for the added location; and

WHEREAS, County and Contractor desire to amend the Agreement to remove Sections "D" and "F" from the list of locations to be serviced by Contractor and to modify the price schedule to remove the price associated with each location removed;

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby amend the Agreement to remove Sections "D" and "F" from the list of locations serviced by Contractor and to adjust the price to be paid for Contractor's services, accordingly, as set forth in Exhibit "B" attached hereto.

3. County and Contractor agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No.2 to the Agreement is accepted by the parties as of the date noted below.

GAMCO PROPERTIES III, INC.

Joanne Bane
Signature of Witness (1)

Joanne Barre
Printed Name of Witness (1)

Jolene Smith
Signature of Witness (2)

Jolene Smith
Printed Name of Witness (2)

BY: _____
DAVID CALDWELL, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21 day of May, 2024, by David Caldwell as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 21 day of May, 2024.

Joanne Bane
NOTARY PUBLIC Signature
Printed Name: Joanne Barre
Commission No.: HH 312264
Expiration Date: Sept 14 2026

SEAL

JOANNE BARRE
MY COMMISSION # HH 312264
EXPIRES: September 14, 2026

Official use only

APPROVED

JUL - 9 2024

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS
SEAL
CITRUS COUNTY, FL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 7/9/2024

Exhibit B
Bid Schedule

Section A		
S. Airport Rd from end of curb line- 2786 ft north of E Watson St to end of curb line -3094 ft south of S Florida Ave -Roadsides		
Mowing per cut	$60.00	$720.00
Trimming per trim	$20.00	$160.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$1,120.00
S. Airport Road - Two (2) Drainage Retention Areas (DRA's)		
Mowing per cut	$140.00	$1,680.00
Trimming per trim	$40.00	$320.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$2,240.00
Total for Section A	$3,360.00	

Section B		
Beverly Hills Blvd from N. Lecanto Hwy to Civic Circle, Medians and Roadsides		
Mowing per cut	$150.00	$1,800.00
Trimming per trim	$120.00	$960.00
Litter Pick up per cut	$25.00	$300.00
TOTAL		$3,060.00
Total for Section B	$3,060.00	

Section C		
Canterbury Lake Estates -Median & Roadsides - refer to list		
Mowing per cut	$200.00	$2,400.00
Trimming per trim	$65.00	$520.00
Litter Pick up per cut	$40.00	$480.00
TOTAL		$3,400.00
Canterbury Lake Estates -Eleven (11) Drainage Retention Areas (DRA's)		
Mowing per cut	$250.00	$3,000.00
Trimming per trim	$65.00	$520.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$3,760.00
Total for Section C	$7,160.00	

Section E		
N Croft Ave from 850' S of E Hayes St to E Novell Bryant Hwy - Medians & Roadsides		
Mowing per cut	$130.00	$1,560.00
Trimming per trim	$25.00	$200.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$1,880.00
E Rotor Wing Path - One (1) Drainage Retention Area (DRA)		
Mowing per cut	$40.00	$480.00
Trimming per trim	$25.00	$200.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$920.00
E Trailblazer Ln from N Croft Ave to end of Drainage Retention Area (DRA) -Roadsides		
Mowing per cut	$40.00	$480.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$800.00
Total for Section E	$3,600.00	

Section H		
N Forest Ridge Blvd from W Norvell Bryant Hwy to N. Lecanto Hwy - Medians and Roadsides		
Mowing per cut	$300.00	$3,600.00
Trimming per trim	$65.00	$520.00
Litter Pick up per cut	$65.00	$780.00
TOTAL		$4,900.00
W Garbo Lane - Lot		
Mowing per cut	$20.00	$240.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$440.00
Total for Section H	$5,340.00	

Section I		
N Highview Ave from Quince St to W Gulf to Kale Hwy - Medians & Roadsides		
Mowing per cut	$65.00	$780.00
Trimming per trim	$20.00	$160.00
Litter Pick up per cut	$10.00	$120.00

TOTAL		$1,060.00
Total for Section I	$1,060.00	

Section J		
Frontage Road from W Laurel St to Racetrac Entrance - Roadsides		
Mowing per cut	$15.00	$180.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$380.00
W. Laurel St from S Lecanto Hwy to West end of W Laurel St - Roadsides		
Mowing per cut	$20.00	$240.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$10.00	$120.00
TOTAL		$440.00
S Lecanto Hwy from Audubon Park Path to W Gulf to Lake Hwy - Roadsides		
Mowing per cut	$250.00	$3,000.00
Trimming per trim	$75.00	$600.00
Litter Pick up per cut	$25.00	$300.00
TOTAL		$3,900.00
S Lecanto Hwy from end of Curb line South of W Grover Cleveland Blvd to W Gulf to Lake Hwy - Roadsides		
Mowing per cut	$325.00	$3,900.00
Trimming per trim	$250.00	$2,000.00
Litter Pick up per cut	$100.00	$1,200.00
TOTAL		$7,100.00
S Line Rd from 50' North of E Southern St to W Gulf to Lake Hwy		
Mowing per cut	$40.00	$480.00
Trimming per trim	$30.00	$240.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$960.00
W Southern St from S Line Rd to S. Lecanto Hwy. - Roadsides		
Mowing per cut	$25.00	$300.00
Trimming per trim	$10.00	$80.00
Litter Pick up per cut	$5.00	$60.00
TOTAL		$440.00
W Southern St from 315' west of S Lecanto Hwy to S. Lecanto Hwy. - Roadsides		
Mowing per cut	$60.00	$720.00

Trimming per trim	$50.00	$400.00
Litter Pick up per cut	$30.00	$360.00
TOTAL		$1,480.00
Total for Section J	$14,700.00	

Section K		
N Modelwood Dr from N Lecanto Hwy to end of Curb Line- Medians and Roadsides		
Mowing per cut	$65.00	$780.00
Trimming per trim	$20.00	$160.00
Litter Pick up per cut	$20.00	$240.00
TOTAL		$1,180.00
N Modelwood Drive - One (1) Drainage Retention Area (DRA)		
Mowing per cut	$60.00	$720.00
Trimming per trim	$15.00	$120.00
Litter Pick up per cut	$15.00	$180.00
TOTAL		$1,020.00
Total for Section K	$2,200.00	

Section L		
W Pine Ridge Blvd from N Lecanto Hwy to 386 ft east of N Perry Drive - Medians		
Mowing per cut	$250.00	$3,000.00
Trimming per trim	$100.00	$800.00
Litter Pick up per cut	$75.00	$900.00
TOTAL		$4,700.00
Total for Section L	$4,700.00	

Section N		
W Roosevelt Blvd from N Lecanto Hwy to W Forest Ridge Blvd - Medians & Roadsides		
Mowing per cut	$150.00	$1,800.00
Trimming per trim	$120.00	$960.00
Litter Pick up per cut	$125.00	$1,500.00
TOTAL		$4,260.00
Total for Section N	$4,260.00	

TOTAL ALL SECTIONS	**$49,440.00**

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

January 21, 2025

David Caldwell, President
Gamco Properties III, Inc.
P.O. Box 1628
Inverness, Florida 34451

REF: ITB 22-030 Amendment No. 3; Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

The Board of County Commissioners approved the Amendment No. 3 of the Agreement and authorized the Chairman to execute the Amendment No. 3 on January 14, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

Cc: James Sterling, Director, Road Maintenance Division
Carlton Hall, Interim Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
THOMAS PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY: D.C.
THIS 17th DAY OF Jan 2025

AMENDMENT NO. 3 TO AGREEMENT
ITB 22-030
Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

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 Gamco Properties III, Inc. (hereinafter referred to as "Contractor").

WHEREAS, on March 22, 2022, County and Contractor entered into the Agreement to provide mowing and trimming of median/curbed roadways with litter pick-up in Citrus County beginning on March 29, 2022; and

WHEREAS, on May 24, 2022, County and Contractor amended the Agreement to add Section "A" to the locations to be serviced by Contractor and modified the price schedule to include the price for the added location; and

WHEREAS, On July 9, 2024, County and Contractor amended the Agreement to remove Sections "D" and "F" from the list of locations to be serviced by Contractor and modified the price schedule to remove the price associated with each location removed; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the Agreement to March 28, 2026; and

WHEREAS, County and Contractor agree that prior to the time of execution of Amendment No. 3 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the agreement for an additional one (1) year term, extending the duration of the Agreement to March 28, 2026.

3. County and Contractor agree that signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 3 to the Agreement.

4. County and Contractor agree that all other terms and conditions of the Agreement and its Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 3 to the Agreement is accepted by the parties as of the date noted below.

GAMCO PROPERTIES III, INC.

Joanne Barre
Signature of Witness (1)

Joanne Barre
Printed Name of Witness (1)

Jolene Smith
Signature of Witness (2)

Jolene Smith
Printed Name of Witness (2)

BY: _____
DAVID CALDWELL, PRESIDENT

STATE OF FL
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13 day of December, 2024, by David Caldwell as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 13 day of December, 2024

Official use only

APPROVED

JAN 14 2025

BOARD OF COUNTY COMMISSIONERS

Joanne Barre
NOTARY PUBLIC Signature
Printed Name: Joanne Barre
Commission No.: HH 312264
Expiration Date: 9-14-2026

SEAL

JOANNE BARRE
MY COMMISSION # HH 312264
EXPIRES: September 14, 2026

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
ANGELA VICK, CLERK
for Tracie Perry

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 1/14/2025

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

March 16, 2026

David Caldwell, President
Gamco Properties III, Inc.
P.O. Box 1628
Inverness, Florida 34451

REF: ITB 22-030 Amendment No. 4; Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup.

The Board of County Commissioners approved the Amendment No. 4 of the Agreement and authorized the Chairman to execute the Amendment No. 4 on March 10, 2026.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Lena Slaven, Administrative Coordinator II, Road Maintenance Division
Darin Wilson, Contract Manager, Road Maintenance Division
Bryan McFee, Road Contract & Material Manager, Road Maintenance Division
James Sterling, Director, Road Maintenance Division
Carlton Hall, Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY _____ D.C.
THIS 12 DAY OF March 20 26

AMENDMENT NO. 4 TO AGREEMENT
ITB 22-030
Contract Mowing and Trimming of Median/Curbed Roadways with Litter Pickup

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 Gamco Properties III, Inc. (hereinafter referred to as "Contractor").

WHEREAS, on March 22, 2022, County and Contractor entered into the Agreement to provide mowing and trimming of median/curbed roadways with litter pick-up in Citrus County beginning on March 29, 2022; and

WHEREAS, on May 24, 2022, County and Contractor amended the Agreement to add Section "A" to the locations to be serviced by Contractor and modified the price schedule to include the price for the added location; and

WHEREAS, On July 9, 2024, County and Contractor amended the Agreement to remove Sections "D" and "F" from the list of locations to be serviced by Contractor and modified the price schedule to remove the price associated with each location removed; and

WHEREAS, On January 14, 2025, County and Contractor amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the Agreement to March 28, 2026; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to March 28, 2027; and

WHEREAS, County and Contractor agree to modify the language in Section 19.4 Compliance with laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the agreement for an additional one (1) year term, extending the duration of the Agreement to March 28, 2027.

3. County and Contractor hereby replace Section 19.4 of the Agreement with the following language:

   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, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

4. County and Contractor hereby replace Section 19.17 of the Agreement with the following language:

   19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

5. County and Contractor agree that all other terms and conditions of the Agreement and prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

6. 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 THE PAGE INTENTIALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 4 to the Agreement is accepted by the parties as of the date noted below.

GAMCO PROPERTIES III, INC.

Leigha Utter
Signature of Witness (1)

Leigha Utter
Printed Name of Witness (1)

Saleem Mahmood
Signature of Witness (2)

Saleem Mahmood
Printed Name of Witness (2)

BY: D Cald
DAVID CALDWELL, PRESIDENT

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, 2026, by David Caldwell as President who is ☑ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 11th day of February, 2026.

Linda Morse
NOTARY PUBLIC Signature
Printed Name: Linda Morse
Commission No.: HH 415855
Expiration Date: July 6, 2027

LINDA MORSE
Commission # HH 415855
Expires July 6, 2027

SEAL

Official use only

APPROVED

MAR 10 2026

Citrus County
Board of County Commisioners

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS
SEAL
CITRUS COUNTY, FL

BY: Diana Finegan
DIANA FINEGAN, CHAIRMAN

DATE: 3/10/2026

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	ITB 23-050 Amendment No. 3; Asphalt Concrete Mix Type SP-9.5 and Type -12.5 also Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable; Central Materials Company, Inc.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On June 20, 2023, the Board entered into an Agreement with Central Materials Company, Inc. for a Invitation to Bid, ITB 23-050 Asphalt Concrete Mix Type SP-9.5 and Type -12.5 also Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable, to furnish Type SP 9.5 and Type SP-12.5 asphalt concrete mix and liquid emulsified asphalt grades SS-1 and AE-90 for a period of one (1) year with an option to renew for four (4) additional one (1) year periods.

On March 26, 2024, the Board amended the Agreement to extend the duration of the Agreement to June 19, 2025.

On May 13, 2025, the Board amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2026.

Central Materials Company, Inc. performed satisfactorily under the terms and conditions of the Agreement.

Staff now recommend amending the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2027, and to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

There is no cost increase associated with this Amendment

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Central Materials Company, Inc. to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2027, and to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173. There is no cost increase associated with this Amendment. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS - ITB 23-050 Amendment No. 3 - CMC
2. ITB 23-050 Executed Agreement- CMC
3. ITB 23-050 Executed Amendment No. 1- CMC
4. ITB 23-050 Executed Amendment No. 2-CMC

Board of County Commissioners
Department of Public Works
Road Maintenance Division
1300 S. Lecanto Hwy. Lecanto, FL 34461
Telephone: (352) 527-7610
www.citrusbocc.com

Memorandum

February 16, 2026

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Director, Road Maintenance Division

THRU : Carlton Hall, Director, Public Works C. Hall

SUBJECT : Bid Renewal – ITB 23-050 – Furnish Asphalt Concrete Type SP9.5/ SP-12, Emulsified Asphalt SS-1/AE-90

Please process ITB 23-050 – Furnish Asphalt Concrete Type SP-9.5/SP-12, Emulsified SS-1/AE-90 for renewal with Central Materials Company, Inc in accordance with the provisions of renewal stated in the contract.

The current contract will expire on 6/19/2026. This will be the ~~second~~ third of four one-year renewals.

This vendor has performed satisfactory in the terms and conditions of the contract.

Please place this item on the Agenda for Board approval.

JLS/lms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2025

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: Brenda Bouchard AAI, CPIW	
Brown & Brown Insurance Services, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471	PHONE (A/C, No, Ext): (352) 732-5010	FAX (A/C, No): (352) 732-5344
	E-MAIL ADDRESS: Brenda.Bouchard@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Central Materials Company, Inc.
P.O. Box 216
Crystal River FL 34423

COVERAGES **CERTIFICATE NUMBER:** 25-26 **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:			CLP3763452	10/01/2025	10/01/2026	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP3763453	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3763454	10/01/2025	10/01/2026	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		WC3763451	10/01/2025	10/01/2026	[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 with respect to General Liability when required by written contract or agreement.Waiver of Subrogation in favor of the certificate holder applies on the General Liability and work comp when required by written contract or agreement. Contract ID: ITB 23-050

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BITCO General Insurance Corporation

AMB #: 002075 NAIC #: 20095 FEIN #: 360810360

Mailing Address
3700 Market Square Circle
Davenport, Iowa 52807
United States

View Additional Address Information

Web: www.bitco.com
Phone: 800-475-4477
Fax: 844-233-7299

AM Best Rating Unit: AMB #: 002976 - Old Republic Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

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 11, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 11, 2025
Initial Rating Date:	June 20, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Michael T. Venezia

Director: Doniella Pliss

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 Subsidiaries of Old Republic International Corporation; Upgrades Credit Ratings of Old Republic Life Insurance Company
April 11, 2025

View AM Best's Rating Review Form

Amendment No. 3 to Agreement
ITB 23-050
Asphalt Concrete Mix Type SP-9.5 and Type -12.5 also Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable

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 Central Materials Company, Inc., a Florida corporation (hereinafter referred to as "Contractor").

WHEREAS, On June 20, 2023, County and Contractor entered into an Agreement to furnish Type SP-9.5 and Type SP-12.5 asphalt concrete mix and liquid emulsified asphalt grades SS-1 and AE-90 for a period of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, On March 26, 2024, County amended the Agreement to extend the duration of the Agreement to June 19, 2025; and

WHEREAS, On May 13, 2025, County and Contractor amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2026; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2027; and

WHEREAS, County and Contractor agree to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

WHEREAS, County and Contractor agree that prior to the time of execution of Amendment No. 3 to the Agreement, Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statues Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2027.

3. County and Contractor hereby replace Section 19.4 of the Agreement with the following language:

   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, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

4. County and Contractor hereby replace Section 19.17 of the Agreement with the following language:

   19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business

Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

5. County and Contractor agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the execution of Amendment No. 3 to the Agreement.

6. County and Contractor agree that all other terms, conditions and pricing of the Agreement and prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

7. Each person signing the Amendment warrants that he or she is dully authorized to do so and to bind the respective party to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement is accepted by the parties as of the date noted below.

CENTRAL MATERIALS COMPANY, INC.

Signature of Witness (1)

Tawnya Morgan
Printed Name of Witness (1)

Signature of Witness (2)

T. Ffeny Roberts
Printed Name of Witness (2)

BY: _____
FRANK J. COLITZ, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of April, 2026, by Frank J Colitz Jr as Owner/President who is ☐ personally known to me or ☑ who produced FLDL as identification.

Witness my hand and official seal this 15 day of April, 2026.

Official use only

NOTARY PUBLIC Signature
Printed Name: Mary Elizabeth Roy
Commission No.: HH 787647
Expiration Date: 4-12-2030

SEAL

MARY ELIZABETH ROY
Notary Public - State of Florida
Commission # HH 787647
My Comm. Expires Apr 12, 2030
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

June 21, 2023

Frank J. Colitz, President
Central Materials Company, Inc.
7040 N. Suncoast Blvd.
Crystal River, Florida 34428

REF: Agreement: ITB 23-050 Asphalt Concrete Mix Type SP-9.5 and Type-12.5 also Liquid Emulsified Asp alt Grades SS-1 and AE-90 or Comparable

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, June 20, 2023.

Agreement enclosed for your files. Congratulations.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management and Budget

cc: James Sterling, Director, Citrus County Road Maintenance Division

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 20th day of June 2023.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Central Materials Company, 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 Central Materials Company, Inc. 7040 N. Suncoast Blvd. Crystal River, Florida 34428 Phone: 352-795-2409 Fax: 352-795-6499 Email: crg@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 be for a period of one (1) year from the date that the Parties have executed the Agreement, with an option to renew for four (4) additional one (1) year periods. The renewal option will be conditioned upon satisfactory performance by Contractor 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 Bidder shall commence the provision of Services shall be the date on which a Purchase Order 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.

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 will be paid in accordance with the unit pricing noted in Exhibit "B", attached to this Agreement.

Contractor may request an increase in price for each year after the initial one (1) 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.

Asphalt Price Index (API): A Fuel and Bituminous Average Price Index adjustment, per FDOT Specifications, may be applied to this Project (applicability to this project is noted in the "Special Provisions"). However, if a time extension is granted to the Contractor, an API for increased costs will not be applied to services/materials performed/used during the time extension period. However, if costs go down, the County may apply an API to the Project to realize cost savings to the County.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a

mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235. EMAIL: RMLO@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 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 the

Bidder does not own vehicles, the Bidder shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 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 Bid number shall be noted on the certificate. **ITB 23-050**

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 subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 subcontractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services

of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, 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).

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, subcontractor, 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 subcontractor 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 subcontractor 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 subcontractor. 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 and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide

notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful 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, subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.31 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.32 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.33 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports, and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

19.40 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.

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

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Blake Wilson
Signature of Witness (1)

Blake Wilson
Printed Name of Witness (1)

Signature of Witness (2)

Bobbi Vorck
Printed Name of Witness (2)

CENTRAL MATERIALS COMPANY, INC.

BY: _____
FRANK J. COLITZ, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 22nd day of May, 2023, by Frank J. Colitz as _____ who is ☐ personally known to me or ☑ who produced FLDL as identification.

Witness my hand and official seal this 22nd day of May, 2023.

Official use only

APPROVED

JUN 20 2023

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Tawnya Speedling
Commission No.: HH 233716
Expiration Date: June 19, 2026

SEAL

TAWNYA RENEE SPEEDLING
Notary Public - State of Florida
Commission # HH 233716
My Comm. Expires Jun 19, 2026
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for Tiani L White
ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: Ruthie Davis Schlabach
RUTHIE DAVIS SCHLABACH, CHAIRMAN

DATE: 6/20/2023

EXHIBIT "A"

SPECIFICATIONS

1. Quantity per year: Approximately 2,000 tons.

2. Specifications:

   a. Specifications are to be in accordance with Section 334, Type SP-9.5 and Type SP-12.5 Asphalt Concrete Mix, of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and any amendments there to.

   b. All Type SP-9.5 or Type SP-12.5 Asphalt Concrete Mix used for Maintenance Work will be by the ton, F.O.B. plant. Scale tickets are required for each load.

   c. Asphalt must be available for county vehicles to receive on a daily basis (Monday – Friday).

   d. If, in the opinion of the Director of Road Maintenance, the above specifications are not met, or material is unavailable, materials may be purchased from the second lowest bidder until the specifications are met and verified by the low bidder.

   e. Emulsified liquid asphalt pursuant to F.D.O.T. Standard Specifications, Section 300 and 916-4.1.

3. The Purchasing of Product:

   The product to be provided by Contractor is Type SP-9.5 and Type SP-12.5 Asphalt Concrete Mix and Emulsified Liquid Asphalt Grades SS-1 and AE-90 or comparable. The purchase of such by County is on an as-needed basis with no guarantee of volume purchased. To assure an adequate and cost-effective supply of asphalt concrete mix the County may contract with two Contractors for the provision of such. The decision as to which Contractor the County will purchase the asphalt concrete mix from will be predicated upon: 1) total cost of product (Contractor's price per ton plus County's cost for transportation); 2) ability of Contractor to provide the product when required by County; and, 3) the quality of Contractor's product.

4. Pricing Adjustments:

   a. Pricing for the Type SP-9.5 and Type SP-12.5 Asphalt Concrete Mix shall be adjusted upward or downward on a quarterly basis during the term of the Contract. The adjustment of pricing shall be in accordance with Sub-article 9-2.1.2 of the Florida Department of Transportation Standards for asphaltic concrete using the index tables that can be found on the Florida Department of Transportation website: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm

   b. At the end of each expiring quarter, the pricing for Type SP-9.5 and Type SP-12.5 Asphalt Concrete Mix shall be automatically adjusted. The API index used for the calculation of the adjustment shall be that of the second month of the then current quarter, compared to the API index established three months prior.

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EXHIBIT "B"

BID PRICING

Type of Asphalt Concrete Mix	UNIT	UNIT PRICE
Item 1. SP-9.5	Per Ton	$96.00
Item 2. SP-12.5	Per Ton	$96.00
Liquid Emulsified Asphalt		
Item 3. SS-1, AE-90, or Comparable prime/track	Per Gallon	$4.65

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

April 1, 2024

Frank J. Colitz, President
Central Materials Company, inc.
7040 N. Suncoast Blvd.
Crystal River, Florida 34428

REF: ITB 23-050 Amendment No. 1; Furnish Asphalt Concrete Mix Type SP-9.5 and Type 12.5 Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on March 26, 2024.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: James Sterling, Director, Road Maintenance Division
Marcello Tavernari, Director, Public Works Department

ERTIFIED TO BE A TRUE COPY
ANGELA VICK
LERK OF THE CIRCUIT COURT
D.C.
S 28 DAY OF March 2024

Amendment No. 1 to Agreement
ITB 23-050
Furnish Asphalt Concrete Mix Type SP-9.5 and Type -12.5 also Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable

THIS AMENDMENT is made and entered into by and between Central Materials Company, Inc., a Florida Company (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 20, 2023, County and Contractor entered into an Agreement to furnish Type SP-9.5 and Type SP-12.5 asphalt concrete mix and liquid emulsified asphalt grades SS-1 and AE-90 for a period of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2025; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2025.

3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

CENTRAL MATERIALS COMPANY, INC.

Garrett Nichols
Signature of Witness (1)

Garrett Nichols
Printed Name of Witness (1)

Tawnya Morgan
Signature of Witness (2)

Tawnya Morgan
Printed Name of Witness (2)

BY: _____
FRANK J. COLITZ, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of March, 2024, by Frank J Colitz as President who is ☐ personally known to me or ☒ who produced FL DL as identification.

Witness my hand and official seal this 1st day of March, 2024.

Tawnya Morgan
NOTARY PUBLIC Signature
Printed Name: Tawnya Morgan
Commission No.: HH440280
Expiration Date: June 19 2026

SEAL

TAWNYA RENEE MORGAN
Notary Public - State of Florida
Commission # HH 440280
My Comm. Expires Jun 19, 2026
Bonded through National Notary Assn.

Official use only

APPROVED

MAR 5 2024

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 3/26/2024

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

May 20, 2025

Frank J. Colitz, President
Central Materials Company, Inc.
7040 N. Suncoast Blvd.
Crystal River, Florida 34428

REF: ITB 23-050 Amendment No. 2; Asphalt Concrete Mix Type SP-9.5 and Type-12.5 also Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable.

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on May 13, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Lena Slaven, Administrative Coordinator II, Road Maintenance Division
Darin Wilson, Contract Manager, Road Maintenance Division
James Sterling, Director, Road Maintenance Division
Carlton Hall, Director, Public Works Department

TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY D.C.
THIS 15 DAY OF May 2025

Amendment No. 2 to Agreement
ITB 23-050
Asphalt Concrete Mix Type SP-9.5 and Type -12.5 also
Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable

THIS AMENDMENT is made and entered into by and between Central Materials Company, Inc., a Florida corporation (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 20, 2023, County and Contractor entered into an Agreement to furnish Type SP-9.5 and Type SP-12.5 asphalt concrete mix and liquid emulsified asphalt grades SS-1 and AE-90 for a period of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, On March 26, 2024, County amended the Agreement to extend the duration of the Agreement to June 19, 2025; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2026; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 19, 2026.

3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and prior Amendment are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

CENTRAL MATERIALS COMPANY, INC.

Signature of Witness (1)

Tawnya Morgan
Printed Name of Witness (1)

Signature of Witness (2)

Lance Ives
Printed Name of Witness (2)

BY: _____
FRANK J. COLITZ, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15th day of April, 2025, by Frank J Colitz as President who is ☐ personally known to me or ☑ who produced FLDL as identification.

Witness my hand and official seal this _____ day of _____, 2025.

Official use only

APPROVED

MAY 13 2025

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Tawnya Morgan
Commission No.: HH440280
Expiration Date: June 19, 2026

SEAL

TAWNYA RENEE MORGAN
Notary Public - State of Florida
Commission # HH 440280
My Comm. Expires Jun 19, 2026
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 5/13/2025

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	SGS 26-121 Save Crystal River - Kings Bay Restoration Project FY27; Save Crystal River, Inc.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

This item requests Board approval to engage Save Crystal River, Inc., to provide mechanical maintenance services for the Department of Public Works. The current Agreement, SGS 25-136 Save Crystal River-Kings Bay Restoration Project with Save Crystal River, Inc. will expire on September 30, 2026.

The Department has identified a continuing need to partner with Save Crystal River, Inc., to provide mechanical maintenance services, using specifically designed and patented modified hydraulic pumping equipment, with the additional service to provide Planted Submerged Aquatic Vegetation.

Current staff do not possess the specialized equipment or expertise to complete this service, limiting the Department's ability to complete this work internally. Engaging Save Crystal River, Inc., will provide the necessary specialized equipment and expertise to complete the project efficiently while reducing risk to County operations.

The total cost for these services is not to exceed $315,000, which will be funded through Stormwater Assessment. If approved, the funding for this project will be included in the FY 26/27 budget. This approach avoids the need for additional specialized equipment and full-time staff and is considered a cost-effective solution for the County.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

$315,000 is included in the FY 26/27 Budget, if approved.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Save Crystal River, Inc., to continue to provide Mechanical Maintenance Services with an additional service to provide Planted Submerged Aquatic Vegetation. If approved, the $315,000 funding for this project will be included in the FY 26/27 budget. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
TECHNICAL SERVICES DIVISION
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Telephone: (352) 527-5446 Fax: (352) 527-5482
Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

MEMORANDUM

TO: Tammy Wilson, Director of Management & Budget

THRU: Carlton Hall, Public Works Director C. Hall

THRU: Walt Eastmond, Technical Services Director W.E.

FROM: Quincy Wylupek, Engineering Intern QDW

DATE: April 16, 2026

RE: Request for Approval of Single Source Purchase

Technical Services received a letter (see attached) from Save Crystal River requesting to enter into a new agreement to continue to provide Mechanical Maintenance Services with an additional service to provide Planted Submerged Aquatic Vegetation as described in the Project Scope and Deliverables (Exhibit A), attached.

As the current contract ends September 30, 2026, we would like to put a new single source agreement in place from October 1, 2026, through September 30, 2027, which aligns the terms of the new agreement and the annual funding of $315,000 with the County's fiscal year. Any work contemplated under Exhibit A must be started, completed, and invoiced within each County fiscal year. Any work outside the fiscal year would be non-compensable.

This single source request is *supported* by the letter (see attached) from Save Crystal River and justified as this is funding for the ongoing Kings Bay Restoration Project, which removes invasive algal and associated detritus from the water using specifically designed and patented modified hydraulic pumping equipment. We are requesting to have Save Crystal River continue to provide Mechanical Maintenance Services with an additional service to provide Planted Submerged Aquatic Vegetation as described in the attached Exhibit A - Project Scope and Deliverables.

The County has partnered with Save Crystal River for many years, and we are satisfied with the service they have been providing. Their means, method and specifically the modified hydraulic pumping equipment completes the work as contemplated in Exhibit A.

WE/qdw

SAVE CrystalRiver

915 N. Suncoast Blvd. Crystal River, Fl. 34429 info@savecrystalriver.com

April 10, 2026

Walt Eastmond
Citrus County BOCC, Department of Public Works
Engineering Division – Stormwater
3600 W. Sovereign Path, Suite 241
Lecanto, FL 3446
Tel: (352) 527-5452

Subject: Save Crystal River Rationale for Single Source County Maintenance

Dear Walt:

The Kings Bay Restoration Project (KBRP) was conceived in 2015 as an innovative pilot project for the removal of an invasive blue-green algae from the second largest spring system in Florida, replanting the cleaned area with native eelgrass, and maintaining the cleaned areas to prevent the re-population of the restored areas with invasive plants. This methodology has been successfully implemented by Save Crystal River for the past 10 years. More than 105 acres of rotting vegetation has been replaced by healthy eelgrass which has recovered even from the harsh conditions of a number of storms and hurricanes.

The KBRP went out to bid in April 2018. The Chronicle advertisement from April 15-21, 2018 is enclosed for your reference along with the bid package awarded to our vendor, Sea & Shoreline. The project success has become a model for the State of Florida and the overall health of Kings Bay relies on the continuity of the proven process provided by this dedicated team of biologists, scientists and divers.

The County Maintenance project is providing ongoing maintenance of the FDEP project and protection of the $50 million investment provided by the State of Florida. Inserting a second vendor within the project footprint is impermissable from a permitting perspective for two vendors to hold permits within the same areas. Making changes to the current KBRP process could be detrimental to the project by driving up costs, diminishing efficiency and risk causing irreparable damage through a lack of experience and knowledge regarding the approved process as well as the ecosystem.

SAVE CrystalRiver

915 N. Suncoast Blvd. Crystal River, Fl. 34429 info@savecrystalriver.com

The following benefits will be realized by maintaining a Single Source Vendor:

- Sea & Shoreline has the expertise required and is already managing the algae removal, invasive plant removal, detrital muck removal, and replanting of native SAV in the Kings Bay Restoration Project under both state and federal permits for SCR
- The current vendor has the resources to perform all of the above tasks within their own company, which very few companies have the ability to both remove detrital material and plant with a team of experienced biologists and certified divers
- FDEP, USACE, FWC, FDACS, and the University of Florida have genetically verified and approved freshwater SAV species specifically grown by Sea & Shoreline for the Kings Bay Restoration Project
- The vendor is currently authorized and permitted to use a central dewatering site less than 1 mile from any location proposed in the Citrus County Maintenance Project. This allows for a significant reduction in project costs for mobilization/demobilization and also eliminates delays in permitting a different dewatering site for the County project
- Sea & Shoreline is currently authorized and approved by SWFWMD to utilize a final disposal location in Crystal River, which reduces cost and eliminates delays in permitting any additional disposal sites
- The current vendor has proven to successfully re-establish SAV in Kings Bay using algae management techniques applied over the life of the project

Feel free to contact me, should you have questions or need additional information

Respectfully,

Steve Lamb, Vice President

EXHIBIT "A"

PROJECT SCOPE AND DELIVERABLES

PROJECT TITLE: Kings Bay Restoration Project

PROJECT LOCATION: The project is located within the Three Sisters Springs area of Kings Bay, in the City of Crystal River, Citrus County, Florida. The project covers phases 1 through phase 7. The coordinates are generally located at Latitude: 28.893809 and Longitude: -82.592415

PROJECT BACKGROUND: Kings Bay/Crystal River has over 70 freshwater spring- fed systems throughout a 600-acre bay in Citrus County. The system is currently dominated by an invasive algal species of *Lyngbya* that forms floating mats as thick as 4'-6' that block light and prevent the growth of native plant species. As the *Lyngbya* dies, it falls to the substrate and creates an environment which reduces the biomass of invertebrates and large fish, and lowers species richness. Over time, these mats can clog natural spring vents with silt and detrital material, reducing water flow and preventing the establishment of native healthy submerged aquatic vegetation (SAV) such as Southern Naiad *(Najas guadalupensis)* and Eel Grass/Tape Grass *(Vallisneria Americana)*

PROJECT DESCRIPTION: The contractor or their sub-contractor will use modified hydraulic pumping equipment that was specifically designed and patented to remove the *Lyngbya* and associated detritus from the canal bottom in the project area through suction, while keeping the existing sediment in place. The slurry of algae, organic detrital material, miscellaneous debris, and water will be transported to and dewatered at the designated work site through a mechanical separation process including polymer injection and geotubes. Once the maximum water has been extracted, the material removed will be transported to one or more locations that can accept the material by permit or law. The clean, separated water will then be returned to the canal system. Once cleared of *Lyngbya,* the project area will be replanted with native grasses, if indicated

TASKS and DELIVERABLES:

Task 1: Mechanical Maintenance Services

Task Description: The contractor or subcontractor will provide maintenance services as needed to selectively remove algae and debris within the project area focusing on areas of accumulation based on regulatory permit conditions. Material will be removed via diver-controlled handheld suction hose. The contractor or subcontractor will also perform cleaning services to remove SAV shedding from the surface water. Material will be removed from the project site and properly disposed

Deliverables: Mechanical Maintenance Services completed as described in the task, as evidenced by Submission of monthly maintenance completion report(s) describing the maintenance completed within that monthly period

1) Dated color photographs of the project area(s) prior to, during, and immediately following completion of this task

2) Signed statement from a Certified Aquatic Biologist indicating the work has been completed in accordance with the regulatory permits and contract documents

Task 2: Plant Submerged Aquatic Vegetation (SAV)

Task Description: The contractor or subcontractor will package SAV into planting units from nursery stock, then cultivate them in preparation for installation in the project area. Once the plants are viable, they will plant the SAV in identified areas providing the GPS location of the plants

Deliverables: Plant install services completed as described in the task, as evidenced by submission of a SAV install completion report. The report will include the following:

1) Dated color photographs of the SAV prior to, during, and immediately following SAV install

2) GPS coordinates for SAV installation

3) Signed statement from a Certified Aquatic Biologist indicating the work has been completed in accordance with the regulatory permits and contract documents

Performance Standard: The County will review the deliverables to verify that they meet the specifications in the Work Plan and this task description and that the work was certified by a Certified Aquatic Biologist indicating the work has been completed in accordance with the Contractor's permit conditions

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2026

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 GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	**CONTACT NAME:** Veronica Holder **PHONE (A/C, No, Ext):** 904-421-8622 **FAX (A/C, No):** 904-421-8601 **E-MAIL ADDRESS:** vholder@ghgins.com
INSURED SAVECRY-01 Save Crystal River, Inc. P.O. Box 2258 Crystal River FL 34423	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Specialty Underwriters Insurance Compan / 13037 **INSURER B :** Scottsdale Indemnity Company / 15580 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2122706665 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC X OTHER: $500 BI/PD deduc	Y	Y	CSU 0080503	3/7/2026	3/7/2027	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 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Directors/Officers Claims Made Form 6/22/12 retro date			EKI3579457	6/22/2025	6/22/2026	Aggregate Limit Defense Outside Retention	$2,000,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured and Blanket Waiver of Subrogation endorsements applies to General Liability coverage where required by contract.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Suite 17B
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

R. Scott Carnes

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
   b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or
   c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

   Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.
2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.
3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Forms and Endorsements Schedule

POLICY NUMBER: CSU0080503 **POLICY EFFECTIVE DATE:** 03/07/2016

NAMED INSURED: Save Crystal River Inc.

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2149 (09/99)	Total Pollution Exclusion Endorsement
CG2147 (12/07)	Employment-Related Practices Exclusion
CG0300 (01/96)	Deductible Liability Insurance
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
CG2146 (07/98)	Abuse Or Molestation Exclusion
CSGA306 (01/08)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CG2233 (04/13)	Exclusion - Testing or Consulting Errors and Omissions
CSGA363 (06/08)	Exclusion - Member to Member
CSIA405 (08/09)-A	Total Firearms Exclusion
CSIA405 (08/09)-B	Assault or Battery Exclusion
CSGA356 (06/08)	Exclusion - Microorganisms Biological Organisms Bioaerosols or Organic Contaminants
CSGA3076 (08/12)	Exclusion - Injury to Volunteer Workers
CSGA434 (11/08)	Automatic Additional Insured-Specified Relationships
CSGA4034 (06/12)	Automatic Additional Insured - When Required in any Non-Construction Contract or Agreement with You
CG2186 (12/04)	Exclusion - Exterior Insulation And Finish Systems
CSGA322 (01/08)	Exclusion - Manganese
CSGA416 (04/08)	Independent Contractors Limitations of Coverage
CSGA376 (09/09)	Exclusion - Sulfuric Gas

The Cincinnati Specialty Underwriters Insurance Company

AMB #: 013843 NAIC #: 13037 FEIN #: 651316588

Mailing Address
P.O. Box 145496
Cincinnati, Ohio 45250-5496
United States

View Additional Address Information

Web: www.cinfin.com
Phone: 513-870-2000
Fax: 513-603-5500

AM Best Rating Unit: AMB #: 058704 - Cincinnati Financial Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058704 - Cincinnati Financial 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:	March 05, 2026
Initial Rating Date:	December 21, 2007

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 05, 2026
Initial Rating Date:	December 21, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Scottsdale Indemnity Company

AMB #: 001931 NAIC #: 15580 FEIN #: 311117969

Mailing Address
One West Nationwide Blvd., 1-14-301
Columbus, Ohio 43215-2220
United States

View Additional Address Information

Web: www.scottsdaleins.com
Phone: 480-365-4000
Fax: 866-315-1430

AM Best Rating Unit: AMB #: 005987 - Nationwide Property & Casualty 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, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 07, 2025
Initial Rating Date:	June 30, 1985

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 07, 2025
Initial Rating Date:	May 03, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2026

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
The Baldwin Group Southeast LLC
4211 W Boy Scout Blvd Ste 800
Tampa FL 33607

License#: L002281

CONTACT NAME: Rebecca Oberpriller
PHONE (A/C, No, Ext): 713-463-2120 **FAX (A/C, No):**
E-MAIL ADDRESS: rebecca.oberpriller@baldwin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mitsui Sumitomo Insurance USA	1983
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Berkley Casualty Company	15911
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sea & Shoreline, LLC
4331 Cockroach Bay Road
Ruskin FL 33570

SEA&SHO-01

COVERAGES **CERTIFICATE NUMBER:** 714942756 **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	OHM4510246	11/14/2025	11/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			5334158801	11/14/2025	11/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000			OLM2510489	11/14/2025	11/14/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KRM460481408	11/14/2025	11/14/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A A	Maritime Employers Liability Protection & Indemnity Inland Marine			OHM4510246 OHM4510246 OHM4510246	11/14/2025 11/14/2025 11/14/2025	11/14/2026 11/14/2026 11/14/2026	Accident/EE/Disease Each Occurrence Rented/Leased Equip	$1,000,000 $1,000,000 $1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto, and Excess Liability policies include blanket automatic additional insured and blanket automatic waiver of subrogation endorsements that provides these features to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. General Liability, Auto and Excess Liability policies are primary, non-contributory when required by written contract between the named insured and certificate holder. The Workers' Compensation policy includes a blanket waiver automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Excess Liability policy is follow form over General Liability, Auto Liability, Maritime Employer's Liability, Protection & Indemnity and Employer's Liability policies.

A Waiver of Subrogation in favor of Citrus County, Florida, a political subdivision of the State of Florida applies to General Liability if required by written contract, and subject to terms, conditions, and exclusions of the policy.

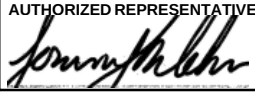
CERTIFICATE HOLDER

Citrus County, Florida, A Political Subdivision
of the State of Florida
3600 W. Sovereign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Mitsui Sumitomo Insurance USA Inc.

BestLink **AMB #: 000883 NAIC #: 22551 FEIN #: 133467153**

Mailing Address
15 Independence Boulevard, P.O. Box 4602
Warren, New Jersey 07059-0602
United States

View Additional Address Information

Web: www.msigusa.com
Phone: 908-604-2900
Fax: 908-604-2991

AM Best Rating Unit: AMB #: 090542 - Mitsui Sumitomo Insurance Company, 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, 052662 - MS&AD Insurance Group Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 06, 2025
Initial Rating Date:	June 30, 1962

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 06, 2025
Initial Rating Date:	June 24, 2009

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

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: Doniella Pliss
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 Mitsui Sumitomo Insurance Company, Limited and Its Affiliates
June 06, 2025

View AM Best's Rating Review Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1962.

Financial Strength Rating

Effective Date	Rating
June 06, 2025	A+
June 07, 2024	A+
June 09, 2023	A+
June 16, 2022	A+
June 11, 2021	A+
June 12, 2020	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
June 06, 2025	aa
June 07, 2024	aa
June 09, 2023	aa
June 16, 2022	aa
June 11, 2021	aa
June 12, 2020	aa

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 090542 - Mitsui Sumitomo Insurance Company, Ltd..

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

Auto-Owners Insurance Company

BestLink **AMB #: 000188 NAIC #: 18988 FEIN #: 380315280**

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160
United States

View Additional Address Information

Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	May 30, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Christopher Lewis
Director: Alan Murray
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

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
October 31, 2025	A+
October 31, 2024	A+
October 27, 2023	A++
December 02, 2022	A++
December 09, 2021	A++
December 10, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
October 31, 2025	aa
October 31, 2024	aa
October 27, 2023	aa+
December 02, 2022	aa+
December 09, 2021	aa+
December 10, 2020	aa+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
004354	Auto-Owners Insurance Group (G) **Rating Unit**	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group.

Berkley Casualty Company

BestLink AMB #: 010436 NAIC #: 15911 FEIN #: 630866690

Mailing Address
P. O. Box 660847
Birmingham, Alabama 35266-0847
United States

View Additional Address Information

Web: www.berkindcomp.com
Phone: 205-870-3535
Fax: 205-870-3245

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058496 - W. R. Berkley Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	June 26, 1995

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	April 06, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Blamble
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 W. R. Berkley Corporation and Its Subsidiaries
July 03, 2025

View AM Best's Rating Review Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.

Financial Strength Rating

Effective Date	Rating
July 03, 2025	A+
June 06, 2024	A+
June 01, 2023	A+
June 08, 2022	A+
May 27, 2021	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
July 03, 2025	aa-
June 06, 2024	aa-
June 01, 2023	aa-
June 08, 2022	aa-
May 27, 2021	aa-

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2026.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Save Crystal River, Inc., (Contractor).

2.0 Designated Contact Person as to County:
Walt Eastmond, Director
Citrus County Technical Services
3600 W. Sovereign Path
Lecanto, Florida 34461
Phone: 352-527-5446
Fax: N/A
Email: walt.eastmond@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
JoAnne Coop
Save Crystal River, Inc. (SCR)
C/O Citrus County Chamber
915 N. Suncoast Blvd.
Crystal River, Florida 34429
Phone: 352-220-3365
Fax: None
Email: jcoop@savecrystalriver.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 – Project Scope and Deliverables

7.0 Terms of Agreement and Commencement of Services: The Agreement shall have a term of one (1) year commencing October 1, 2026, and ending September 30, 2027. Contractor shall begin performance of Services immediately upon receipt of a Purchase Order.

8.0 Modification of Agreement: This 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 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 the Contractor's documents forwarded by Contractor for payment. The County's acceptance of the Service furnished by Contractor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services provided by Contractor are summarized in Exhibit "A", attached to this Agreement and made a part hereof. 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 paid to Contractor for the Services agreed to herein shall not exceed the amount of $315,000. Invoices shall be submitted to County as set forth in Section 11.1. The County will review the invoices and verify that specifications in the Work Plan and task description have been completed. The deliverables must be certified by a Certified Aquatic Biologist indicating the work has been performed in accordance with the Contractor's regulatory permit conditions and contract documents.

11.0 Payment of Payment Requests:

11.1 Payment Request: Requests for payment for the Services provided under the Agreement shall be submitted to County no more frequently than once per month and no less frequently than once every three (3) months. No payment requests will be accepted by County for Services that have not been completed. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Service 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. 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 confirm that the Services have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Service covered under the payment request has not been received or does not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall remit payment for 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 remit payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: A purchase order will be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Service 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 sub-contractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those sub-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 fails to comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to obtain 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 obtain 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 THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: RMLO@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 Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Other **Insurance Provisions:**

14.3.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.3.2 All required insurance policies must be maintained until the Contractor's work under this Agreement has been accepted by County.

14.3.3 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation.

The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

14.3.4 The Contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.3.5 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 term of the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.

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

14.3.7 It is the Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

14.3.8 With the exception of 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.

14.3.9 All Certificates must show that Contractor's policies have been endorsed per the requirements.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused 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 County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of 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 provided 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 Accessible Electronic Information Technology: Contractor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

19.2 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.

19.3 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.

19.4 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.

19.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws shall include, but not be limited to, Chapter 287, 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.6 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner 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 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 subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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 remedying (making good) all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: County's obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Due to budgetary constraints, if funding is not available to purchase services covered under the Agreement, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

19.9 Debarment: Contractor certifies to the best of its knowledge and belief, that Contractor and its 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 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.

19.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of Agreement, mistake, misrepresentation, or other cause for modification or rescission of the Agreement, 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 the Contractor. The decision shall be final and conclusive.

19.12 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 charts derived therefrom, 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.

19.13 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).

19.14 Employees, Subcontractors and Agents: All Contractor's employees, subcontractors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Contractor to supply the Services pursuant to the Agreement. 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, subcontractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Contractor's security or other requirements. Such refusal shall not relieve Contractor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontracts, or agents. County shall have the right to review and approve any subcontractor 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.

19.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor shall not contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

19.17 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor its subcontractors has knowingly violated Section 448.095, Florida Statutes.

19.18 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.

19.19 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.

19.20 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.

19.21 Human Trafficking for Nongovernmental Entities: Contractor shall comply with the requirements set forth in Florida Statute Section 787.06.

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 constitute immediate termination of said 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 County to unilaterally cancel the Agreement 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. County may, but is not obligated to, conduct inspections/investigations at any stage of the project. Such inspections/investigations do not relieve Contractor's duty to fulfill 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 Inspector General: Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

19.25 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.26 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or, (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

19.27 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.28 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.

19.29 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.

19.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

19.31 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.

19.32 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Contractor 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. Contractor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Contractor employee, subconsultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.33 Public Entity Crime: A person or affiliate who has been placed on the convicted Contractor 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 Contractor list.

19.32 Relationship: Contractor is an independent contractor to County 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 the services and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the services, or the ordering of or delivery of same, 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:

A. **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 Work 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.

B. **Cybersecurity:** Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and Work shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

C. **Security of Information:** Contractor and its subcontractors must implement technical and organizational measures to ensure security of processing protected data: personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

D. **Protected Data or Data Protection Laws:** mean any information, including, without limitation, financial, student, medical, law enforcement or personal data, that is protected by Applicable Law. By way of example only, this term shall include an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, social security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 C.F.R. 99, as amended from time to time and protected health information, as defined in 45 C.F.R. 160.103, as amended from time to time.

E. Security Incident Notification and Action:

In the event that Contractor becomes aware of a Cybersecurity Incident, Contractor **shall:**

i. Promptly notify County, in writing, of the occurrence of such Cybersecurity Incident, no more than 24 hours after becoming aware of said Cybersecurity Incident; and no more than 12 hours after becoming aware of Ransomware incidents.
Non-Life-Threatening incidents IT Help Desk (352)527-5275

ii. Investigate such Cybersecurity Incident and conduct an analysis of the cause(s) of such Cybersecurity Incident.

iii. Provide periodic updates of any ongoing investigation to County.

iv. Develop and implement an appropriate plan to remediate the cause of such Cybersecurity Incident, to the extent that such cause is within Contractor or any of its affiliates or subcontractor's control.

v. Provide:
1. Notification to potentially affected persons
2. Credit monitoring services
3. Identification protection services;
4. Establish and operate a call center;
5. Notification to any and all regulatory authorities; and
6. Other functions, services, or penalties as may be required by law.

vi. Should it be determined that such Cybersecurity Incident was the responsibility of County, County shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Cybersecurity Incident.

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 Sovereign Immunity: This Agreement shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes, or any similar provisions of law, with respect to actions in tort or contract.

19.38 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19.39 Taxes: 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 sales made by Contractor to County are exempt provided County makes payment directly to Contractor. Otherwise, the Contractor shall pay all applicable 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. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages.

19.40 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.

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.

WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

SAVE CRYSTAL RIVER, INC.

Signature of Witness (1)

Lisa Herrera
Printed Name of Witness (1)

Signature of Witness (2)

Sarah Pike
Printed Name of Witness (2)

BY: _____
STEVE LAMB, VICE PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of April, 2026, by Steven Lamb as Vice President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 29 day of April, 2026.

Official use only

Kristen Shumate
NOTARY PUBLIC Signature
Printed Name: Kristen Shumate
Commission No.: HH 537208
Expiration Date: Jun 24 2028

KRISTEN SHUMATE
Notary Public - State of Florida
Commission # HH 537208
My Comm. Expires Jun 24, 2028
Bonded through National Notary Assn.

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

EXHIBIT "A"

PROJECT SCOPE AND DELIVERABLES

PROJECT TITLE: Kings Bay Restoration Project

PROJECT LOCATION: The project is located within the Three Sisters Springs area of Kings Bay, in the City of Crystal River, Citrus County, Florida. The project covers phases 1 through phase 7. The coordinates are generally located at Latitude: 28.893809 and Longitude: -82.592415

PROJECT BACKGROUND: Kings Bay/Crystal River has over 70 freshwater spring- fed systems throughout a 600-acre bay in Citrus County. The system is currently dominated by an invasive algal species of *Lyngbya* that forms floating mats as thick as 4'-6' that block light and prevent the growth of native plant species. As the *Lyngbya* dies, it falls to the substrate and creates an environment which reduces the biomass of invertebrates and large fish, and lowers species richness. Over time, these mats can clog natural spring vents with silt and detrital material, reducing water flow and preventing the establishment of native healthy submerged aquatic vegetation (SAV) such as Southern Naiad *(Najas guadalupensis)* and Eel Grass/Tape Grass *(Vallisneria Americana)*

PROJECT DESCRIPTION: The contractor or their sub-contractor will use modified hydraulic pumping equipment that was specifically designed and patented to remove the *Lyngbya* and associated detritus from the canal bottom in the project area through suction, while keeping the existing sediment in place. The slurry of algae, organic detrital material, miscellaneous debris, and water will be transported to and dewatered at the designated work site through a mechanical separation process including polymer injection and geotubes. Once the maximum water has been extracted, the material removed will be transported to one or more locations that can accept the material by permit or law. The clean, separated water will then be returned to the canal system. Once cleared of *Lyngbya,* the project area will be replanted with native grasses, if indicated

TASKS and DELIVERABLES:

Task 1: Mechanical Maintenance Services

Task Description: The contractor or subcontractor will provide maintenance services as needed to selectively remove algae and debris within the project area focusing on areas of accumulation based on regulatory permit conditions. Material will be removed via diver-controlled handheld suction hose. The contractor or subcontractor will also perform cleaning services to remove SAV shedding from the surface water. Material will be removed from the project site and properly disposed

Deliverables: Mechanical Maintenance Services completed as described in the task, as evidenced by Submission of monthly maintenance completion report(s) describing the maintenance completed within that monthly period

1) Dated color photographs of the project area(s) prior to, during, and immediately following completion of this task

2) Signed statement from a Certified Aquatic Biologist indicating the work has been completed in accordance with the regulatory permits and contract documents

Task 2: Plant Submerged Aquatic Vegetation (SAV)

Task Description: The contractor or subcontractor will package SAV into planting units from nursery stock, then cultivate them in preparation for installation in the project area. Once the plants are viable, they will plant the SAV in identified areas providing the GPS location of the plants

Deliverables: Plant install services completed as described in the task, as evidenced by submission of a SAV install completion report. The report will include the following:

1) Dated color photographs of the SAV prior to, during, and immediately following SAV install

2) GPS coordinates for SAV installation

3) Signed statement from a Certified Aquatic Biologist indicating the work has been completed in accordance with the regulatory permits and contract documents

Performance Standard: The County will review the deliverables to verify that they meet the specifications in the Work Plan and this task description and that the work was certified by a Certified Aquatic Biologist indicating the work has been completed in accordance with the Contractor's permit conditions

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	RFP 24-096 Amendment No. 2; Professional Real Estate Broker Services; The Urban Group, Inc. and Redevelopment Management Associates, LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On July 9, 2024, the Board approved and executed RFP 24-096 to the three (3) Brokers/Firms listed below to provide brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as-needed" basis for a period of one (1) year, with an option to renew for three (3) additional one (1) year periods.

- Redevelopment Management Associates, LLC
- The Urban Group, Inc.
- Florida ROI Commercial Property Brokerage, Inc.

On June 10, 2025, the Board approved amending the Agreements extending the duration of the Agreements to July, 8, 2026.

Staff request approval to amend the following Agreements by exercising the option to renew for a second year, extending the duration of the Agreements to July 8, 2027, and to modify provisions of the Agreement to comply with Executive Order 14173:

- Redevelopment Management Associates, LLC
- The Urban Group, Inc.

Florida ROI Commercial Property Brokerage, Inc. declined the option to renew their agreement. Their agreement will expire on July 8, 2026.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No Budget Impact. Revenue will offset commission fees.

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and Redevelopment Management Associates, LLC, extending the duration of the Agreement to July 8, 2027;

b. Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and The Urban Group, Inc., extending the duration of the Agreement to July 8, 2027. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. RFP 24-096 Dept Memo (Amend No. 2)
2. 5-26-26 AGENDA DOCS- RMA
3. RFP 24-096 Executed Amendment No. 1-RMA
4. RFP 24-096 Executed Agreement- RMA
5. 5-26-26 AGENDA DOCS- TUG
6. RFP 24-096 Executed Amendment No. 1-TUG
7. RFP 24-096 Executed Agreement- TUG

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
LAND SECTION
3600 W. Sovereign Path, Suite 205
Lecanto, Florida 34461

Telephone: (352) 527-5458 Fax: (352) 527-5459
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-0825 or (352) 527-5312

MEMORANDUM

TO: Linda Morse, Purchasing & Contracts Manager, OMB

THROUGH: Carl Hall, Public Works Director
Walt Eastmond, Technical Services Division Director

FROM: Susan M. Boelk, Land Section Mgr., Technical Services, DPW

DATE: April 16, 2026

SUBJECT: RFP 24-096 Professional Real Estate Broker Services (Re-bid)

Please process RFP 24-096 Professional Real Estate Broker Services (Re-bid) for renewal in accordance with the provisions of the renewal terms stated in the contracts with:

The Urban Group, Inc.
Redevelopment Management Associates, LLC.
Florida ROI Commercial Property Brokerage

The current contract will expire on July 8, 2026. This will be the second of (3) three (1) year renewals extending the term from July 9, 2026, to July 8, 2027. These vendors have performed satisfactorily in terms and conditions of the contract. No price increase has been requested.

Please place this item on the Agenda for Board approval at the next available meeting. Should you need additional information please contact me on extension 5460.

Thank you.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2025

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: Kelly Sullivan	
Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110	PHONE (A/C, No, Ext): (386) 437-7767	FAX (A/C, No): (386) 437-9226
	E-MAIL ADDRESS: kelly@haywardbrownflagler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern Owners	10190
INSURED Redevelopment Management Associates, LLC 2302 E Atlantic Blvd. Pompano Beach FL 33062	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL259222857 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		78290443	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							CGL Plus Endt	$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		78290443	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			4929044300	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liabilty policy scheduled above includes a Blanket Additional Insured and Blanket Waiver of Subrogation. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Soverign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Southern-Owners Insurance Company

AMB #: 011676 NAIC #: 10190 FEIN #: 593265407

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160
United States

View Additional Address Information

Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	July 31, 1995

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	May 30, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2025

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: Jason Farrell	
Iron Ridge Insurance - Hilb Group 17595 S. Tamiami Trail Suite 107 Fort Myers FL 33908	PHONE (A/C, No, Ext): (800) 775-8526	FAX (A/C, No): (239) 288-7544
	E-MAIL ADDRESS: jfarrell@ironridgeus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Accelerant Specialty Insurance Co	16890
INSURED Redevelopment Management Associates LLC 2302 E Atlantic Blvd Pompano Beach FL 33062	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2573172159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			S0004PL00199501	08/13/2025	08/13/2026	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

24-096 REBID

30 day notification of cancellation provided to certificate holder.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Accelerant Specialty Insurance Company

AMB #: 020951 NAIC #: 16890 FEIN #: 852439471

Mailing Address
400 Northridge Road, Suite 800
Sandy Springs, Georgia 30350
United States

View Additional Address Information

Web: www.accelins.com
Phone: 833-284-9200

AM Best Rating Unit: AMB #: 045356 - Accelerant Holdings

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, 045356 - Accelerant Holdings is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 04, 2025
Initial Rating Date:	December 21, 2020

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 04, 2025
Initial Rating Date:	December 21, 2020

Financial Size Category View Definition

Financial Size Category:	IX (USD 250 Million to Less than 500 Million)

Amendment No. 2 to Agreement
RFP 24-096
REBID Professional Real Estate Broker Services

THIS AMENDMENT is made and entered into by and between Redevelopment Management Associates, LLC, a Florida Limited Liability Company (hereinafter referred to as "Broker/Firm") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On July 9, 2024, County and Broker/Firm entered into an Agreement to provide all brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as-needed" basis for a period of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, On June 10, 2025, County and Broker/Firm amended the Agreement to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2026; and

WHEREAS, County and Broker/Firm desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2027; and

WHEREAS, County and Broker/Firm agree to modify the language in Section 18.4 Compliance with Laws, in accordance with Executive Order 14173; and

WHEREAS, County and Broker/Firm agree to modify the language in Section 18.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Broker/Firm agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Broker/Firm hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2027.

3. County and Broker/Firm hereby replace Section 18.4 of the Agreement with the following language:

   18.4 Compliance with Laws: Broker/Firm 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

4. County and Broker/Firm hereby replace Section 18.17 of the Agreement with the following language:

   18.17 Equal Employment Opportunity: Broker/Firm shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Broker/Firm shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Broker/Firm. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Broker/Firm. Subcontracts entered into by Broker/Firm shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Broker/Firm shall insert in its subcontracts

a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Broker/Firm shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

5. County and Broker/Firm agree that all other terms, conditions, and pricing of the Agreement and its Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

6. Each person signing this Amendment to 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

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC

Alexis DiRienzo
Signature of Witness (1)

Alexis DiRienzo
Printed Name of Witness (1)

Signature of Witness (2)

Vassar Gordon-Brown
Printed Name of Witness (2)

BY: _____
CHRISTOPHER J. BROWN, PRINCIPAL

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2026, by Christopher J. Brown as Principal who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 29th day of April, 2026.

Official use only

Notary Public State of Florida
Renee M. Myers
My Commission HH 473845
Expires 12/17/2027

Renée M. Myers
NOTARY PUBLIC Signature
Printed Name: Renée M. Myers
Commission No.: HH 473845
Expiration Date: 12/17/2027

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 16, 2025

Christopher J. Brown, Principal Member
Redevelopment Management Associates, LLC
2302 E. Atlantic Blvd.
Pompano Beach, Florida 33062

REF: RFP 24-096 Amendment No. 1; REBID Professional Real Estate Broker Services.

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on June 10, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Susan Boelk, Manager, Land Section Division
Walt Eastmond, Director, Technical Services Division
Carlton Hall, Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY: D.C.
THIS 18 DAY OF June 2025

Amendment No. 1 to Agreement
RFP 24-096
REBID Professional Real Estate Broker Services

THIS AMENDMENT is made and entered into by and between Redevelopment Management Associates, LLC, a Florida Limited Liability Company (hereinafter referred to as "Broker/Firm") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On July 9, 2024, County and Broker/Firm entered into an Agreement to provide all brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as-needed" basis for a period of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, County and Broker/Firm desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2026; and

WHEREAS, County and Broker/Firm agree that prior to the time of execution of Amendment No. 1 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Broker/Firm agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Broker/Firm hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2026.
3. County and Broker/Firm agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 1 to the Agreement.
4. County and Broker/Firm agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC

Signature of Witness (1)

Janice Pennington

Printed Name of Witness (1)

BY: _____

CHRISTOPHER J. BROWN, PRINCIPAL

Signature of Witness (2)

Lorena Ledesma

Printed Name of Witness (2)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 14th day of May, 2025, by Christopher J. Brown as Principal who is [X] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 14th day of May, 2025.

Official use only

APPROVED

10 25

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature

Printed Name: Reneé M. Myers

Commission No.: HH 473845

Expiration Date: 12/17/2027

SEAL

Notary Public State of Florida
Renee M. Myers
My Commission HH 473845
Expires 12/17/2027

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

for TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

BY: _____

REBECCA BAYS, CHAIRMAN

DATE: 6/10/2025

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

July 16, 2024

Christopher J. Brown, Principal Member
Redevelopment Management Associates, LLC
2302 E. Atlantic Blvd.
Pompano Beach, Florida 33062

REF: Agreement: RFP 24-096; REBID Professional Real Estate Broker Services

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, July 9, 2024.

Agreement enclosed for your files. Congratulations.

Sincerely,

Leigha Utter

Leigha Utter, Purchasing Assistant
Citrus County Department of Management & Budget

cc: Susan Boelk, Land Section Manager, Land Division
Carlton Hall, Acting Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY D.C.
THIS 12 DAY OF July 2024

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 9th day of July, 2024.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Redevelopment Management Associates, LLC, (Broker/Firm).

1.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Broker/Firm:**
Susan Boelk, Land Section Manager Citrus County Land Division 3600 W Sovereign Path Lecanto, Florida 34461 Phone: 352-527-5460 Fax: 352-527-5459 Email: susan.boelk@citrusbocc.com	Christopher J. Brown, Principal Member Redevelopment Management Associates, LLC 2302 E. Atlantic Blvd. Pompano Beach, FL 33062 Phone:954-695-0754 cell: 561-706-5545 Email: chris@rma.us.com

4.0 Notices: All notices between County and Broker/Firm, 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 Broker/Firm and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work 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 Purchase Order issued to Broker/Firm, and (4) 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 Work
2. Exhibit B – Price

7.0 Commencement and Term of Agreement: The duration of the Agreement shall be from the date that the parties have executed the Agreement for a term of one (1) year with the option to renew for an additional three (3) one (1) year periods. The date that Broker/Firm shall commence the provision of Services shall be the date on which a Purchase Order and/or a Notice to Proceed is received by Broker/Firm. 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.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Broker/Firm. No oral agreements or representations shall be valid or binding upon County or Broker/Firm. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Broker/Firm may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Broker/Firm's documents forwarded by Broker/Firm for payment. County's acceptance of the Work or the processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Work Provided by Broker/Firm: The Work to be provided by Broker/Firm is summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Work to be provided by Broker/Firm that is not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Broker/Firm: Compensation to be paid to Broker/Firm for the provision of the Work shall be as set forth in Exhibit "B", attached to this Agreement. If County identifies any additional Work to be performed by Broker/Firm, 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 Broker/Firm and made part of this Agreement by a written Amendment.

Broker/Firm may request an increase in fees for any of the renewal term(s). 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 period 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.

10.1 Compensation in Excess of $195,000: If the compensation to be paid to Broker/Firm, whether by time and material, lump-sum, or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Broker/Firm hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Work 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."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Work 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 Work 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. County reserves the right to require any information from Broker/Firm that County deems necessary to substantiate claims for remuneration. Upon receipt of Broker/Firm's payment request, County will review such to ensure that it is in proper order, and that the Work covered under the payment request has been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Work 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 Work 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 twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Broker/Firm 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 twenty (20) 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: County. If the dispute between Broker/Firm and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Broker/Firm for the Work being purchased by County, a purchase order will also be issued to Broker/Firm for the purpose of facilitating payment to Broker/Firm. Except under an "emergency request", Broker/Firm shall not provide any Work to County until Broker/Firm has received a purchase order from County. Broker/Firm shall be permitted to accept an order to provide Work under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Broker/Firm via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Broker/Firm for such emergency requests.

11.6 Payments to Subcontractors: When Broker/Firm receives from County any payment for Work covered under the Agreement, Broker/Firm must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work completed by each subcontractor or supplier within ten (10) business days after Broker/Firm's receipt of the payment. If Broker/Firm receives less than full payment, then Broker/Firm shall be required to disburse only the funds received on a pro rata basis to its subcontractors or suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Broker/Firm for labor, Work or materials furnished by Subcontractors or suppliers hired by the Subcontractors, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Broker/Firm.

11.7 ACH Enrollment All Broker/Firms will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Broker/Firm'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: Broker/Firm 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 Broker/Firm's ability to satisfy its Agreement obligations.

12.2 Warranty of Standard Care: In the performance of professional services, Broker/Firm will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Broker/Firm will use due care in performing its Work and will have due regard for acceptable professional standards and principles. Broker/Firm'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 Work performed by Broker/Firm do not comply with the foregoing warranties and County notifies Broker/Firm of such, then Broker/Firm shall (at its sole expense) promptly re-execute the nonconforming Work. All such re-performed Work shall be performed on a mutually agreed schedule. Broker/Firm shall and does hereby assign to County the benefits of any of Broker/Firm's

subcontractor's or subcontractor's warranties. Such assignment shall not relieve Broker/Firm of its warranty obligations for performance or standard of care to County under this Agreement.

13.0 Public Records: Broker/Firm will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Broker/Firm 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. Broker/Firm 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 Broker/Firm does not transfer the records to the County. Upon completion of the Agreement, Broker/Firm will transfer, at no cost, to the County all public records in possession of the Broker/Firm or keep and maintain public records required by County to perform the service. If Broker/Firm transfers all public records to County upon completion of the Agreement, Broker/Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Broker/Firm keeps and maintains public records upon completion of the Agreement, Broker/Firm 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 Broker/Firm 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 BROKER/FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BROKER/FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527- 5235; EMAIL: RMLO@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Broker/Firm, 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 Broker/Firm. Broker/Firm shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Broker/Firm 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 Broker/Firm, its agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Broker/Firm against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Broker/Firm under this contract.

14.2 Commercial General Liability:

14.2.1 Broker/Firm must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Automobile Liability:

14.3.1 Broker/Firm 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 Broker/Firm does not own vehicles, the Broker/Firm 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 Professional Liability and/or Errors and Omissions Liability:

14.4.1 Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.5 Cyber Liability:

14.5.1 Cyber insurance. If any operations to be undertaken by Broker/Firm include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Broker/Firm must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6 Other Insurance Provisions:

14.6.1 Broker/Firm shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's proposal number should be noted on the certificate.

14.6.3 Broker/Firm 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, Broker/Firm shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.6.5 Citrus County, Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Broker/Firm'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 Broker/Firm's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Broker/Firm, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Broker/Firm's responsibility to ensure that all subcontractors comply with these insurance requirements. Broker/Firms shall include all subcontractors as insured under its policies

or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

14.6.10 With the exception of 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.

14.6.11 *All Certificates must show that Broker/Firm's policies have been endorsed per the requirements.*

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Broker/Firm requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Broker/Firm'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. Broker/Firm 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 Broker/Firm's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Broker/Firm shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Broker/Firm, 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 Broker/Firm nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Broker/Firm shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Broker/Firm under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work 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 Work, an equitable adjustment shall be authorized by way of a Change Order. The County also may at any time, by issuing a Field Order, make changes in the details of the Work. Broker/Firm shall proceed with the performance of any changes in the Work so ordered by County unless Broker/Firm believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Broker/Firm shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Broker/Firm 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 Broker/Firm only for those Work satisfactorily completed or partially completed up to the date of termination. Broker/Firm shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Broker/Firm 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 Broker/Firm'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 Broker/Firm 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, Broker/Firm remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Broker/Firm shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Broker/Firm or any of its subcontractors or subcontractors who are involved in the provision of the Work under this Agreement.

18.4 Compliance with Laws: Broker/Firm 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.

18.5 Conflict of Interest: Broker/Firm 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 Work covered under this Agreement. Furthermore, Broker/Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Broker/Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or agency, other than a bona fide employee working solely for Broker/Firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Broker/Firm, 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 Broker/Firm or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Broker/Firm, 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 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 Cooperative Purchasing: If applicable, pursuant to Broker/Firm's own governing laws, and subject to the agreement of Broker/Firm, 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 Broker/Firm, and County shall not be a party to any transaction between Broker/Firm 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.

18.7 Correction of Work: Broker/Firm shall promptly remove from the premises all Work rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Broker/Firm shall promptly replace and re-execute the Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other Broker/Firm's work destroyed or damaged by such removal or replacement. All removal and

replacement of Work shall be done at Broker/Firm's expense. If Broker/Firm does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Broker/Firm.

18.8 County Funds: If sufficient funding is not available for Broker/Firm to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Broker/Firm's completion of its Work, 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, Broker/Firm may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.9 Debarment: Broker/Firm 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.

18.10 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, subcontractor, or Broker/Firm under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Broker/Firm shall handle any waste materials generated in the performance of the Work in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Broker/Firm shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Broker/Firm agrees that County has the right to reject, for any reason, Broker/Firm's use of any particular disposal facility.

18.12 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 Broker/Firm. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Broker/Firm. The decision shall be final and conclusive.

18.13 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. Broker/Firm 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.

18.14 Drug Free Workplace: Broker/Firm certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subcontractors, and Agents: All Broker/Firm employees, subcontractors, or agents performing any of the Work under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Broker/Firm shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subcontractors, subcontractors, or agents of Broker/Firm must comply with all security and administrative requirements of County. County may conduct, and Broker/Firm shall cooperate in, a security background check or otherwise assess any employee, subcontractor, subcontractor, or agent of Broker/Firm. County may refuse access to County Facilities or require replacement of any employee, subcontractor, subcontractor, or agent of Broker/Firm for cause, including, but not limited to, technical or training qualifications, quality of Work, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Broker/Firm of its obligation to perform all Work in compliance with the Agreement. County may reject and bar from any County facility for cause any of Broker/Firm's employees, subcontractors, subcontractors, or agents. County shall have the right to review and approve any subcontractors or subcontractors that are utilized by Broker/Firm in the performance of their Work. Broker/Firm shall be fully responsible to County for the acts and omissions of its subcontractors and subcontractors, and persons directly or indirectly employed by them. It is Broker/Firm's responsibility to ensure that its subcontractors and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Broker/Firm is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

18.17 Equal Employment Opportunity: Broker/Firm 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. Broker/Firm 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 subcontractor hired by Broker/Firm. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontractors entered into by Broker/Firm. Sub-contracts entered into by Broker/Firm shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying subcontractor. Additionally, Broker/Firm 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. Broker/Firm shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

18.18 E-Verification System: Broker/Firm and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Broker/Firm during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Broker/Firm to perform work pursuant to this Contract. Broker/Firms meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Broker/Firm and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Broker/Firm or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

18.19 Force Majeure Event: Broker/Firm 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.

18.20 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.

18.21 Governmental Restrictions: If Broker/Firm believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Work, Broker/Firm 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.

18.22 Immigration and Nationality Act: Broker/Firm 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 Broker/Firm 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 Broker/Firm knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Work provided by Broker/Firm, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Broker/Firm's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Broker/Firm's Service, and shall not relieve Broker/Firm from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Broker/Firm's facilities to assess conformity of the provision of the Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work complies with the Agreement requirements. Broker/Firm shall at all times during the Agreement term remain responsive and responsible. Broker/Firm 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 Broker/Firm for the performance of the provision of the Work covered under the Agreement. If County determines that Broker/Firm does not meet these qualifying conditions, or that the Work 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, Broker/Firm is not relieved from fulfilling all Agreement requirements. Broker/Firm shall supervise and direct the performance of its Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Broker/Firm will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Broker/Firm as the Broker/Firm's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Broker/Firm and all communications given to the supervisor or superintendent shall be as binding as if given directly to Broker/Firm. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Broker/Firm's Work.

18.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Work materialize after County has made Payment to Broker/Firm, Broker/Firm will indemnify and save County harmless from such claims. Acceptance by Broker/Firm of payment shall be and shall operate as a release to County of all claims and all liabilities to Broker/Firm, other than claims in stated amounts as may be specifically excepted by Broker/Firm for

things done or furnished in connection with the provision of the Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, however final or otherwise, shall not release Broker/Firm or its sureties from any obligations under the Agreement.

18.25 Lobbying: Broker/Firm 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, Work, employment, or contracts of any kind.

18.26 Materials, Work, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Broker/Firm shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

18.27 Non-Collusion: Broker/Firm 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 Broker/Firm intends to do the work with its own bonafide employees or subcontractors and has not provided a response for the benefit of another Broker/Firm. Furthermore, Broker/Firm 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.

18.28 Patent and Copyright Responsibility: Any material, design or supplied specified by Broker/Firm or supplied by Broker/Firm pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Broker/Firm shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Broker/Firm in the performance of the Work.

18.29 Project Site Conditions: Broker/Firm shall be deemed to have examined the Project Site, if applicable, and to have secured full knowledge of all conditions under which the Work is to be executed and completed.

18.30 Protection of Persons: Broker/Firm will be responsible for the safety of its employees and the employees of its subcontractors and subcontractors, during the provision of their Work. Broker/Firm will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Work in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Broker/Firm shall report promptly to County any accident or unusual occurrence during the performance of the Work, including personal injury or death to any Broker/Firm employee, subcontractor or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.31 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 Broker/Firm, supplier, subcontractor, or Broker/Firm 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.

18.32 Relationship: Broker/Firm is an independent Broker/Firm to County in performing its Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.33 Risk of Loss: Until the Work has been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Work shall remain with Broker/Firm.

18.34 Schedules, Reports and Records: Broker/Firm shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Work covered under the Agreement. Furthermore, County reserves the right to inspect and audit Broker/Firm's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports, and records of Broker/Firm, as they relate to the Agreement, shall be retained by Broker/Firm for a period of three (3) years from the date of final payment under the Agreement.

18.35 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.

18.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.37 Taxes: Broker/Firm shall pay all sales, consumer, use and other similar taxes required to be paid by Broker/Firm in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Work under the Agreement. County will not pay for any personal property taxes levied on Broker/Firm or for any taxes levied on Broker/Firm's employees' wages. County 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.

18.38 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.

18.39 Workforce Labor: County believes that the hiring of employees by Broker/Firms to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Broker/Firm will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Broker/Firm's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Broker/Firm in hiring assistance.

18.40 Security:

18.40.1 Confidentiality: Broker/Firm shall comply fully with all security procedures of County in the performance of the Agreement. Broker/Firm shall not divulge to third parties any information obtained by Broker/Firm or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Work without the written consent of County. However, Broker/Firm shall be permitted to release information to third parties if such information is publicly available through no fault of Broker/Firm, information that Broker/Firm 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, Broker/Firm shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.40.2 Cybersecurity. Broker/Firm shall take commercially reasonable measures to protect and secure electronic data. Broker/Firm's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity

Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Broker/Firm's or its affiliates or subcontractor's control. Broker/Firm's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

18.40.3 Security of Information. Broker/Firm and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Broker/Firm must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Broker/Firm agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

18.40.4 Security Incident Notification and Action. If Broker/Firm becomes aware of a cybersecurity event or security incident, Broker/Firm must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Broker/Firm shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Broker/Firm shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Broker/Firm; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

19.0 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.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

JANIE M. PENNINGTON
Printed Name of Witness (1)

Signature of Witness (2)

ROBERT TRAGER
Printed Name of Witness (2)

REDEVELOPMENT MANAGEMENT ASSOCIATES

BY: _____
CHRISTOPHER J. BROWN, PRINCIPAL

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2024, by Christopher Brown as Principal who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 5th day of June, 2024.

Official use only

APPROVED

JUL - 9 2024

BOARD OF COUNTY COMMISSIONERS

Renee Myers
NOTARY PUBLIC Signature
Printed Name: Renee Myers
Commission No.: HH 473845
Expiration Date: 12/17/2027

SEAL

Notary Public State of Florida
Renee M. Myers
My Commission HH 473845
Expires 12/17/2027

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 7/9/2024

Exhibit A

SCOPE OF WORK

The Real Estate Brokerage Firm shall provide all brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as needed" basis as determined by County Staff.

The Real Estate Brokerage Firm must comply with all State and County laws that govern the sale of County-owned property, and, under the direction of County, perform in a satisfactory manner all the necessary services required under the Solicitation, including, but not limited to, the following services:

Develop a tailored marketing plan appropriate for various property types.

Produce and distribute marketing materials consistent with the industry standards, including, but not limited to:

I. Electronic and online.
II. Advertise in industry publications including listing properties on a multiple listing service (MLS).
III. Signage.
IV. Printed.

Evaluate the properties, market the properties, and identify prospective buyers. Conduct site tours for potential buyers.

Analyze offers from potential buyers and advise County with respect to negotiations. Represent County in negotiations with prospective buyers from the time of offer until closing. Maintain transaction documentation for each property consistent with industry standard. Be available to provide feedback, analysis and on-going advice related to the properties and transactions. Ensure all Agreements are executed properly and submit to the County for presentation at a Board of County Commissioners (BOCC) meeting.

Handle all other customary activities and services associated with real estate transactions.

Scope of Work as noted herein is not intended to be comprehensive. Throughout the course of the Agreement, the Scope of Work may change to effectively position, market, and sell the properties in a manner that maximizes the net sales proceeds. Material changes to the Scope of Work will be submitted and approved through an Amendment to the Agreement.

NOTE: ALL PROPERTIES SOLD WILL MEET A RESERVE SET BY THE BOCC. COUNTY WILL HANDLE ALL CLOSINGS. ALL REAL ESTATE CONTRACTS REQUIRE AN ORIGINAL SIGNATURE, ARE SUBJECT TO THE BOCC'S AGENDA SCHEDULE, ARE CONTINGENT UPON BOCC APPROVAL AND ARE NOT VALID UNTIL EXECUTED BY THE CHAIRPERSON OF THE BOCC.

Exhibit "B"
Price

Commission Rate %	Marketing & Advertising % of Sale
5.0%	1.0%

THEURBA-04 REYNOLDSMA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Mallory Reynolds
PHONE (A/C, No, Ext): (407) 998-4134 FAX (A/C, No):
E-MAIL ADDRESS: mallory.reynolds@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company of Illinois	27855
INSURER B : Zurich American Insurance Company	16535
INSURER C : Insurance Company of the West	27847
INSURER D : Houston Specialty Insurance Company	12936
INSURER E :	
INSURER F :	

INSURED
The Urban Group, Inc.
1217 E Broward Blvd
Fort Lauderdale, FL 33301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLA797129200	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X	X	GLA797129200	6/1/2025	6/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBPELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WOPKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A	X	WFL506084004	6/1/2025	6/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			MEOHS000670601	6/1/2025	6/1/2026	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract ID: RFP 24-096
Officers Excluded from Workers Compensation Coverage:
Matthew Rosenbaum
Robert Miller

Citrus County, Florida is an Additional Insured with respectst to General Liability and Auto Liability when required by written contract. Waiver of Subrogation applies in favor of the Additional Insured with respects to General Liability, Auto Liability, and Workers Compensation when required by written contract. Excluded Officers do not go on job sites.

CERTIFICATE HOLDER

Citrus County, 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

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Zurich American Insurance Company of Illinois

AMB #: 003565 NAIC #: 27855 FEIN #: 362781080

Mailing Address
1299 Zurich Way, 10Th Floor
Schaumburg, Illinois 60196-1056
United States

View Additional Address Information

Web: www.zurichna.com
Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2025
Initial Rating Date:	June 30, 1974

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2025
Initial Rating Date:	September 14, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Zurich American Insurance Company

AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

Mailing Address
1299 Zurich Way, 10Th Floor
Schaumburg, Illinois 60196-1056
United States

View Additional Address Information

Web: www.zurichna.com
Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2025
Initial Rating Date:	September 14, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Insurance Company of the West

AMB #: 004667 NAIC #: 27847 FEIN #: 952769232

Mailing Address
P.O. Box 509039
San Diego, California 92150
United States

View Additional Address Information

Web: www.icwgroup.com
Phone: 858-350-2400
Fax: 858-350-2792

AM Best Rating Unit: AMB #: 002967 - ICW 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, 051656 - Ernest Rady Trust is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2025
Initial Rating Date:	June 30, 1978

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2025
Initial Rating Date:	July 30, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Houston Specialty Insurance Company

AMB #: 013825 NAIC #: 12936 FEIN #: 208249009

Mailing Address
800 Gessner, Suite 600
Houston, Texas 77024
United States

View Additional Address Information

Web: www.skywardinsurance.com
Phone: 713-935-4920

AM Best Rating Unit: AMB #: 018717 - Skyward Specialty Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 055309 - Skyward Specialty Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 14, 2025
Initial Rating Date:	July 02, 2007

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 14, 2025
Initial Rating Date:	July 02, 2007

Financial Size Category View Definition

Financial Size Category:	XI (USD 750 Million to Less than 1.00 Billion)

Amendment No. 2 to Agreement
RFP 24-096
REBID Professional Real Estate Broker Services

THIS AMENDMENT is made and entered into by and between The Urban Group, Inc., a Florida Corporation (hereinafter referred to as "Broker/Firm") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On July 9, 2024, County and Broker/Firm entered into an Agreement to provide all brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as-needed" basis for a period of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, On June 10, 2025, County and Broker/Firm amended the Agreement to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2026; and

WHEREAS, County and Broker/Firm desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2027; and

WHEREAS, County and Broker/Firm agree to modify the language in Section 18.4 Compliance with Laws, in accordance with Executive Order 14173; and

WHEREAS, County and Broker/Firm agree to modify the language in Section 18.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Broker/Firm agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Broker/Firm hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2027.

3. County and Broker/Firm hereby replace Section 18.4 of the Agreement with the following language:

   18.4 Compliance with Laws: Broker/Firm 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, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

4. County and Broker/Firm hereby replace Section 18.17 of the Agreement with the following language:

   18.17 Equal Employment Opportunity: Broker/Firm shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Broker/Firm shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Broker/Firm. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Broker/Firm. Subcontracts entered into by Broker/Firm shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Broker/Firm shall insert in its subcontracts

a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Broker/Firm shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

5. County and Broker/Firm agree that all other terms, conditions, and pricing of the Agreement and its Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

6. Each person signing this Amendment to 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

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

THE URBAN GROUP, INC.

BY: _____
MATTHEW ROSENBAUM, PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 27 day of APRIL, 2026, by MATTHEW ROSENBAUM as PRESIDENT who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 27 day of APRIL, 2026.

NOTARY PUBLIC Signature
Printed Name: JOHN E. ZINK
Commission No.: HH388915
Expiration Date: 5/6/2027

SEAL

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 16, 2025

Matthew Rosenbaum, President
The Urban Group, Inc.
150 SE 12 St. STE 100
Fort Lauderdale, Florida 33316

REF: RFP 24-096 Amendment No. 1; REBID Professional Real Estate Broker Services.

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on June 10, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Susan Boelk, Manager, Land Section Division
Walt Eastmond, Director, Technical Services Division
Carlton Hall, Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY [signature] D.C.
THIS 13 DAY OF June 2025

Amendment No. 1 to Agreement
RFP 24-096
REBID Professional Real Estate Broker Services

THIS AMENDMENT is made and entered into by and between The Urban Group, Inc., a Florida Corporation (hereinafter referred to as "Broker/Firm") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On July 9, 2024, County and Broker/Firm entered into an Agreement to provide all brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as-needed" basis for a period of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, County and Broker/Firm desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2026; and

WHEREAS, County and Broker/Firm agree that prior to the time of execution of Amendment No. 1 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Broker/Firm agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Broker/Firm hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 8, 2026.

3. County and Broker/Firm agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 1 to the Agreement.

4. County and Broker/Firm agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

ROBERT D. MILLER
Printed Name of Witness (1)

Signature of Witness (2)

BARRY LAZARUS
Printed Name of Witness (2)

THE URBAN GROUP, INC.

BY: _____
MATTHEW ROSENBAUM, PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of MAY, 2025, by MATTHEW ROSENBAUM as PRESIDENT who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 5th day of MAY, 2025.

Official use only

APPROVED

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: JOHN E. ZINK
Commission No.: HH 388915
Expiration Date: MAY 6, 2027

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 6/10/2025

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

July 16, 2024

Matthew Rosenbaum, President
The Urban Group, Inc.
150 SE 12 St. STE 100
Fort Lauderdale, Florida 33316

REF: Agreement: RFP 24-096; REBID Professional Real Estate Broker Services

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, July 9, 2024.

Agreement enclosed for your files. Congratulations.

Sincerely,

Leigha Utter

Leigha Utter, Purchasing Assistant
Citrus County Department of Management & Budget

cc: Susan Boelk, Land Section Manager, Land Division
Carlton Hall, Acting Director, Public Works Department

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 9th day of July, 2024.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

The Urban Group, Inc., (Broker/Firm).

1.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Broker/Firm**:
Susan Boelk, Land Section Manager Citrus County Land Division 3600 W Sovereign Path Lecanto, Florida 34461 Phone: 352-527-5460 Fax: 352-527-5459 Email: susan.boelk@citrusbocc.com	Matthew Rosenbaum, President The Urban Group, Inc. 150 SE 12 St. STE 100 Fort Lauderdale, FL 33316 Phone: 954-288-4968 Fax: 954-522-6422 Email: mrosenbaum@theurbangroup.com

4.0 Notices: All notices between County and Broker/Firm, 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 Broker/Firm and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work 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 Purchase Order issued to Broker/Firm, and (4) 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 Work
2. Exhibit B – Price

7.0 Commencement and Term of Agreement: The duration of the Agreement shall be from the date that the parties have executed the Agreement for a term of one (1) year with the option to renew for an additional three (3) one (1) year periods. The date that Broker/Firm shall commence the provision of Services shall be the date on which a Purchase Order and/or a Notice to Proceed is received by Broker/Firm. 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.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Broker/Firm. No oral agreements or representations shall be valid or binding upon County or Broker/Firm. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Broker/Firm may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Broker/Firm's documents forwarded by Broker/Firm for payment. County's acceptance of the Work or the processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Work Provided by Broker/Firm: The Work to be provided by Broker/Firm is summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Work to be provided by Broker/Firm that is not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Broker/Firm: Compensation to be paid to Broker/Firm for the provision of the Work shall be as set forth in Exhibit "B", attached to this Agreement. If County identifies any additional Work to be performed by Broker/Firm, 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 Broker/Firm and made part of this Agreement by a written Amendment.

Broker/Firm may request an increase in fees for any of the renewal term(s). 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 period 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.

10.1 Compensation in Excess of $195,000: If the compensation to be paid to Broker/Firm, whether by time and material, lump-sum, or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Broker/Firm hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Work 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."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Work 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 Work 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. County reserves the right to require any information from Broker/Firm that County deems necessary to substantiate claims for remuneration. Upon receipt of Broker/Firm's payment request, County will review such to ensure that it is in proper order, and that the Work covered under the payment request has been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Work 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 Work 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 twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Broker/Firm 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 twenty (20) 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: County. If the dispute between Broker/Firm and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Broker/Firm for the Work being purchased by County, a purchase order will also be issued to Broker/Firm for the purpose of facilitating payment to Broker/Firm. Except under an "emergency request", Broker/Firm shall not provide any Work to County until Broker/Firm has received a purchase order from County. Broker/Firm shall be permitted to accept an order to provide Work under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Broker/Firm via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Broker/Firm for such emergency requests.

11.6 Payments to Subcontractors: When Broker/Firm receives from County any payment for Work covered under the Agreement, Broker/Firm must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work completed by each subcontractor or supplier within ten (10) business days after Broker/Firm's receipt of the payment. If Broker/Firm receives less than full payment, then Broker/Firm shall be required to disburse only the funds received on a pro rata basis to its subcontractors or suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Broker/Firm for labor, Work or materials furnished by Subcontractors or suppliers hired by the Subcontractors, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Broker/Firm.

11.7 ACH Enrollment All Broker/Firms will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Broker/Firm'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: Broker/Firm 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 Broker/Firm's ability to satisfy its Agreement obligations.

12.2 Warranty of Standard Care: In the performance of professional services, Broker/Firm will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar

conditions in similar localities. Broker/Firm will use due care in performing its Work and will have due regard for acceptable professional standards and principles. Broker/Firm'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 Work performed by Broker/Firm do not comply with the foregoing warranties and County notifies Broker/Firm of such, then Broker/Firm shall (at its sole expense) promptly re-execute the nonconforming Work. All such re-performed Work shall be performed on a mutually agreed schedule. Broker/Firm shall and does hereby assign to County the benefits of any of Broker/Firm's subcontractor's or subcontractor's warranties. Such assignment shall not relieve Broker/Firm of its warranty obligations for performance or standard of care to County under this Agreement.

13.0 Public Records: Broker/Firm will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Broker/Firm 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. Broker/Firm 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 Broker/Firm does not transfer the records to the County. Upon completion of the Agreement, Broker/Firm will transfer, at no cost, to the County all public records in possession of the Broker/Firm or keep and maintain public records required by County to perform the service. If Broker/Firm transfers all public records to County upon completion of the Agreement, Broker/Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Broker/Firm keeps and maintains public records upon completion of the Agreement, Broker/Firm 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 Broker/Firm 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 BROKER/FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BROKER/FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527- 5235; EMAIL: RMLO@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Broker/Firm, 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 Broker/Firm. Broker/Firm shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Broker/Firm 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 Broker/Firm, its agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Broker/Firm against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Broker/Firm under this contract.

14.2 Commercial General Liability:

14.2.1 Broker/Firm must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Automobile Liability:

14.3.1 Broker/Firm 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 Broker/Firm does not own vehicles, the Broker/Firm 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 Professional Liability and/or Errors and Omissions Liability:

14.4.1 Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.5 Cyber Liability:

14.5.1 Cyber insurance. If any operations to be undertaken by Broker/Firm include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Broker/Firm must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6 Other Insurance Provisions:

14.6.1 Broker/Firm shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's proposal number should be noted on the certificate.

14.6.3 Broker/Firm 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, Broker/Firm shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.6.5 Citrus County, Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Broker/Firm'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 Broker/Firm's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Broker/Firm, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Broker/Firm's responsibility to ensure that all subcontractors comply with these insurance requirements. Broker/Firms shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

14.6.10 With the exception of 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.

14.6.11 All Certificates must show that Broker/Firm's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Broker/Firm requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Broker/Firm'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. Broker/Firm 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 Broker/Firm's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Broker/Firm shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Broker/Firm, 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 Broker/Firm nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Broker/Firm shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Broker/Firm under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this

Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work 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 Work, an equitable adjustment shall be authorized by way of a Change Order. The County also may at any time, by issuing a Field Order, make changes in the details of the Work. Broker/Firm shall proceed with the performance of any changes in the Work so ordered by County unless Broker/Firm believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Broker/Firm shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Broker/Firm 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 Broker/Firm only for those Work satisfactorily completed or partially completed up to the date of termination. Broker/Firm shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Broker/Firm 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 Broker/Firm'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 Broker/Firm 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, Broker/Firm remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Broker/Firm shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Broker/Firm or any of its subcontractors or subcontractors who are involved in the provision of the Work under this Agreement.

18.4 Compliance with Laws: Broker/Firm 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.

18.5 Conflict of Interest: Broker/Firm 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 Work covered under this Agreement. Furthermore, Broker/Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Broker/Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or agency, other than a bona fide employee working solely for Broker/Firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Broker/Firm, 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 Broker/Firm or its subcontractors, during its tenure, or for two years

thereafter, has any interest, direct or indirect. Broker/Firm, 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 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 Cooperative Purchasing: If applicable, pursuant to Broker/Firm's own governing laws, and subject to the agreement of Broker/Firm, 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 Broker/Firm, and County shall not be a party to any transaction between Broker/Firm 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.

18.7 Correction of Work: Broker/Firm shall promptly remove from the premises all Work rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Broker/Firm shall promptly replace and re-execute the Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other Broker/Firm's work destroyed or damaged by such removal or replacement. All removal and replacement of Work shall be done at Broker/Firm's expense. If Broker/Firm does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Broker/Firm.

18.8 County Funds: If sufficient funding is not available for Broker/Firm to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Broker/Firm's completion of its Work, 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, Broker/Firm may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.9 Debarment: Broker/Firm 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.

18.10 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, subcontractor, or Broker/Firm under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Broker/Firm shall handle any waste materials generated in the performance of the Work in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Broker/Firm shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Broker/Firm agrees that County has the right to reject, for any reason, Broker/Firm's use of any particular disposal facility.

18.12 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 Broker/Firm. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Broker/Firm. The decision shall be final and conclusive.

18.13 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 the County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Broker/Firm 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.

18.14 Drug Free Workplace: Broker/Firm certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subcontractors, and Agents: All Broker/Firm employees, subcontractors, or agents performing any of the Work under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Broker/Firm shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subcontractors, subcontractors, or agents of Broker/Firm must comply with all security and administrative requirements of County. County may conduct, and Broker/Firm shall cooperate in, a security background check or otherwise assess any employee, subcontractor, subcontractor, or agent of Broker/Firm. County may refuse access to County Facilities or require replacement of any employee, subcontractor, subcontractor, or agent of Broker/Firm for cause, including, but not limited to, technical or training qualifications, quality of Work, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Broker/Firm of its obligation to perform all Work in compliance with the Agreement. County may reject and bar from any County facility for cause any of Broker/Firm's employees, subcontractors, subcontractors, or agents. County shall have the right to review and approve any subcontractors or subcontractors that are utilized by Broker/Firm in the performance of their Work. Broker/Firm shall be fully responsible to County for the acts and omissions of its subcontractors and subcontractors, and persons directly or indirectly employed by them. It is Broker/Firm's responsibility to ensure that its subcontractors and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to the County's Contact Person. Unless directed otherwise by County, Broker/Firm is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

18.17 Equal Employment Opportunity: Broker/Firm 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. Broker/Firm 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 subcontractor hired by Broker/Firm. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontractors entered into by Broker/Firm. Subcontracts entered into by Broker/Firm shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Broker/Firm 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. Broker/Firm shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

18.18 E-Verification System: Broker/Firm and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Broker/Firm during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Broker/Firm to perform work pursuant to this Contract. Broker/Firms meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Broker/Firm and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Broker/Firm or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

18.19 Force Majeure Event: Broker/Firm 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.

18.20 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.

18.21 Governmental Restrictions: If Broker/Firm believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Work, Broker/Firm 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.

18.22 Immigration and Nationality Act: Broker/Firm 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 Broker/Firm 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 Broker/Firm knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Work provided by Broker/Firm, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Broker/Firm's performance under the Agreement. Such inspections performed by County shall not be construed as a final approval of Broker/Firm's Service, and shall not relieve Broker/Firm from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Broker/Firm's facilities to assess conformity of the provision of the Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work complies with the Agreement requirements. Broker/Firm shall at all times during the Agreement term remain responsive and responsible. Broker/Firm 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 Broker/Firm for the performance of the provision of the Work covered under the Agreement. If County determines that Broker/Firm does not meet these qualifying conditions, or that the Work 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, Broker/Firm is not relieved from fulfilling all Agreement requirements. Broker/Firm shall supervise and direct the performance of its Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Broker/Firm will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Broker/Firm as the Broker/Firm's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Broker/Firm and all communications given to the supervisor or superintendent shall be as binding as if given directly to Broker/Firm. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Broker/Firm's Work.

18.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Work materialize after County has made Payment to Broker/Firm, Broker/Firm will indemnify and save County harmless from such claims. Acceptance by Broker/Firm of payment shall be and shall operate as a release to County of all claims and all liabilities to Broker/Firm, other than claims in stated amounts as may be specifically excepted by Broker/Firm for things done or furnished in connection with the provision of the Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, however final or otherwise, shall not release Broker/Firm or its sureties from any obligations under the Agreement.

18.25 Lobbying: Broker/Firm 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, Work, employment, or contracts of any kind.

18.26 Materials, Work, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Broker/Firm shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

18.27 Non-Collusion: Broker/Firm 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

Broker/Firm intends to do the work with its own bonafide employees or subcontractors and has not provided a response for the benefit of another Broker/Firm. Furthermore, Broker/Firm 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.

18.28 Patent and Copyright Responsibility: Any material, design or supplied specified by Broker/Firm or supplied by Broker/Firm pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Broker/Firm shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Broker/Firm in the performance of the Work.

18.29 Project Site Conditions: Broker/Firm shall be deemed to have examined the Project Site, if applicable, and to have secured full knowledge of all conditions under which the Work is to be executed and completed.

18.30 Protection of Persons: Broker/Firm will be responsible for the safety of its employees and the employees of its subcontractors and subcontractors, during the provision of their Work. Broker/Firm will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Work in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Broker/Firm shall report promptly to County any accident or unusual occurrence during the performance of the Work, including personal injury or death to any Broker/Firm employee, subcontractor or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.31 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 Broker/Firm, supplier, subcontractor, or Broker/Firm 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.

18.32 Relationship: Broker/Firm is an independent Broker/Firm to County in performing its Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.33 Risk of Loss: Until the Work has been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Work shall remain with Broker/Firm.

18.34 Schedules, Reports and Records: Broker/Firm shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Work covered under the Agreement. Furthermore, County reserves the right to inspect and audit Broker/Firm's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Broker/Firm, as they relate to the Agreement, shall be retained by Broker/Firm for a period of three (3) years from the date of final payment under the Agreement.

18.35 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.

18.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.37 Taxes: Broker/Firm shall pay all sales, consumer, use and other similar taxes required to be paid by Broker/Firm in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Work under the Agreement. County will not pay for any personal property taxes levied on Broker/Firm or for any taxes levied on Broker/Firm's employees' wages. County 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.

18.38 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.

18.39 Workforce Labor: County believes that the hiring of employees by Broker/Firms to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Broker/Firm will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Broker/Firm's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Broker/Firm in hiring assistance.

18.40 Security:

18.40.1 Confidentiality: Broker/Firm shall comply fully with all security procedures of County in the performance of the Agreement. Broker/Firm shall not divulge to third parties any information obtained by Broker/Firm or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Work without the written consent of County. However, Broker/Firm shall be permitted to release information to third parties if such information is publicly available through no fault of Broker/Firm, information that Broker/Firm 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, Broker/Firm shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.40.2 Cybersecurity. Broker/Firm shall take commercially reasonable measures to protect and secure electronic data. Broker/Firm's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Broker/Firm's or its affiliates or subcontractor's control. Broker/Firm's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

18.40.3 Security of Information. Broker/Firm and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Broker/Firm must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Broker/Firm agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

18.40.4 Security Incident Notification and Action. If Broker/Firm becomes aware of a cybersecurity event or security incident, Broker/Firm must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Broker/Firm shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Broker/Firm shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Broker/Firm; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

19.0 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.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Robert D. Miller
Printed Name of Witness (1)

Signature of Witness (2)

Benjamin Manburg
Printed Name of Witness (2)

THE URBAN GROUP, INC.

BY: _____
MATTHEW ROSENBAUM, PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 30 day of MAY, 2024, by MATTHEW ROSENBAUM as PRESIDENT who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 30 day of MAY, 2024.

NOTARY PUBLIC Signature
Printed Name: JOHN F. ZINK
Commission No.: HH388915
Expiration Date: MAY 6, 2027

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

SEAL

Official use only

APPROVED

JUL - 9 2024

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 7/9/2024

Exhibit A

SCOPE OF WORK

The Real Estate Brokerage Firm shall provide all brokerage services required to effectively market and sell select residential and commercial properties owned by the County on an "as needed" basis as determined by County Staff.

The Real Estate Brokerage Firm must comply with all State and County laws that govern the sale of County-owned property, and, under the direction of County, perform in a satisfactory manner all the necessary services required under the Solicitation, including, but not limited to, the following services:

Develop a tailored marketing plan appropriate for various property types.

Produce and distribute marketing materials consistent with the industry standards, including, but not limited to:

I. Electronic and online.
II. Advertise in industry publications including listing properties on a multiple listing service (MLS).
III. Signage.
IV. Printed.

Evaluate the properties, market the properties, and identify prospective buyers. Conduct site tours for potential buyers.

Analyze offers from potential buyers and advise County with respect to negotiations. Represent County in negotiations with prospective buyers from the time of offer until closing. Maintain transaction documentation for each property consistent with industry standard. Be available to provide feedback, analysis and on-going advice related to the properties and transactions. Ensure all Agreements are executed properly and submit to the County for presentation at a Board of County Commissioners (BOCC) meeting.

Handle all other customary activities and services associated with real estate transactions.

Scope of Work as noted herein is not intended to be comprehensive. Throughout the course of the Agreement, the Scope of Work may change to effectively position, market, and sell the properties in a manner that maximizes the net sales proceeds. Material changes to the Scope of Work will be submitted and approved through an Amendment to the Agreement.

NOTE: ALL PROPERTIES SOLD WILL MEET A RESERVE SET BY THE BOCC. COUNTY WILL HANDLE ALL CLOSINGS. ALL REAL ESTATE CONTRACTS REQUIRE AN ORIGINAL SIGNATURE, ARE SUBJECT TO THE BOCC'S AGENDA SCHEDULE, ARE CONTINGENT UPON BOCC APPROVAL AND ARE NOT VALID UNTIL EXECUTED BY THE CHAIRPERSON OF THE BOCC.

Exhibit "B"
Price

Commission Rate %	Marketing & Advertising % of Sale
4.5%	0.5%

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	ITB 23-058 Amendment No. 3; Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat; Superior Asphalt, Inc.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On July 11, 2023, the Board awarded an Invitation to Bid, ITB 23-058 Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat to Superior Asphalt, Inc., to provide asphaltic concrete and sand seal coat for surface leveling, for a term of one (1) year with an option to renew for three (3) additional one (1) year periods.

On July 9, 2024, the Board amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2025.

On June 10, 2025, the Board amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2026.

Staff now recommends amending the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2027, and to modify the language in Section 20.4 Compliance with Laws and Section 20.17 Equal Employment Opportunity, in accordance with Executive Order 14173.

There is no additional cost associated with this Amendment.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

There is no additional cost associated with this Amendment.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Superior Asphalt, Inc. to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2027, and to modify the language in Section 20.4 Compliance with Laws and Section 20.17 Equal Employment Opportunity, in accordance with Executive Order 14173, no additional cost associated with this Amendment. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS - ITB 23-058 Amendment No. 3; SA
2. ITB 23-058 Executed Agreement - SA
3. ITB 23-058 Executed Amendment No. 1- SA
4. ITB 23-058 Executed Amendment No. 2 - Superior

Board of County Commissioners

Department of Public Works

Road Maintenance Division

1300 S. Lecanto Hwy. Lecanto, FL 34461

Telephone: (352) 527-7610

www.citrusbocc.com

Memorandum

March 11, 2026

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Road Maintenance Director

THRU : Carlton Hall, Public Works Director

SUBJECT : Bid Renewal – ITB 23-058 Asphalted Concrete for Surfacing Level (Contract)

Please process ITB 23-058 – Asphalted Concrete for Surfacing Level (Contract) for renewal with Superior Asphalt in accordance with the provisions of renewal stated in the contract.

The current contract is due to expire 7/10/2026. This will be the third ad final renewal of this agreement. This company has performed satisfactorily in the terms and conditions of their contract.

Please place this item on the Agenda for Board approval.

JLS/lms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson, 300 West Platt Street
Tampa, FL 33606

CONTACT NAME: Waldorff Insurance
PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930
E-MAIL ADDRESS: certificates@waldorffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : ARCH SPECIALTY INS. CO.	21199
INSURER C : Navigators Specialty Ins Co	36056
INSURER D : Indemnity National Ins Co	18468
INSURER E : Homesite Insurance Company	17221
INSURER F :	

INSURED

Superior Asphalt, Inc.
P.O. Box 2489
Oneco, FL 34264

COVERAGES **CERTIFICATE NUMBER:** 341604 **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:	X	X	GLO353845903	03-01-2026	03-01-2027	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
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	BAP353846003	03-01-2026	03-01-2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Limit	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UXP107403500	03-01-2026	03-01-2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC353845803	03-01-2026	03-01-2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			CH26ECPZ08PH8IC	03-01-2026	03-01-2027	Pollution Liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Vendors.- Contract ID: ITB 23-050/ITB 23-058/ITB 24-088/RFP 24-203.Certificate Holder is additional insured, when required by written contract, as pertains to General Liability per attached UGL 2162 and Automobile Liability per attached CA 2048. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability per attached CG 24 04, Commercial Auto per attached CA 04 44 and Workers Compensation per attached WC 00 03 13 (4-84).

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path, Suite 266
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
M.E. Wilson Company, LLC dba Waldorff	Superior Asphalt, Inc.
POLICY NUMBER	
CARRIER / NAICCODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

	TYPE OF INSURANCE	AI	POLICY EFF		
D	Excess Liability	☐	03-01-2026	Excess	$ true
				Per Occurrence	$ true
				Aggregate Limit	$ 2,000,000
		WOS	POLICY EXP	Each Occurrence Limit	$ 2,000,000
	POLICY NUMBER	☐	03-01-2027		$
	XS000187026				$

	TYPE OF INSURANCE	AI	POLICY EFF		
E	Excess Liability	☐	03-01-2026	Excess	$ true
				Per Occurrence	$ true
				Aggregate Limit	$ 2,000,000
		WOS	POLICY EXP	Each Occurrence Limit	$ 2,000,000
	POLICY NUMBER	☐	03-01-2027		$
	CXP06701500				$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

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Zurich American Insurance Company

AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

Mailing Address
1299 Zurich Way, 10Th Floor
Schaumburg, Illinois 60196-1056
United States

View Additional Address Information

Web: www.zurichna.com
Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2025
Initial Rating Date:	September 14, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Thomas Keelan

Director: Edin Imsirovic

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 Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
October 01, 2025

Arch Specialty Insurance Company

AMB #: 012523 NAIC #: 21199 FEIN #: 362545393

Mailing Address
Harborside 3 210 Hudson Street Suite 600
Jersey City, New Jersey 07311-1107
United States

View Additional Address Information

Web: www.archinsurance.com
Phone: 201-743-4000
Fax: 201-743-4005

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 18, 2025
Initial Rating Date:	April 30, 2002

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 18, 2025
Initial Rating Date:	October 26, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Christopher Pennings

Director: Steven M. Chirico, CPA

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 Upgrades Issuer Credit Rating for Arch Capital Group Ltd. and Its Subsidiaries
December 18, 2025

Navigators Specialty Insurance Company

AMB #: 010761 NAIC #: 36056 FEIN #: 133536448

Mailing Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

View Additional Address Information

Web: www.thehartford.com
Phone: 860-547-5000
Fax: 203-658-1821

AM Best Rating Unit: AMB #: 058707 - The Hartford Insurance 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 - The Hartford Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	June 30, 1990

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	July 03, 2025
Initial Rating Date:	October 10, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Robert Valenta, CPCU

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 Upgrades Issuer Credit Ratings of The Hartford Insurance Group, Inc. and Its Subsidiaries
July 03, 2025

View AM Best's Rating Review Form

Indemnity National Insurance Company

AMB #: 013137 NAIC #: 18468 FEIN #: 640838376

Mailing Address
238 Bedford Way
Franklin, Tennessee 37064
United States

View Additional Address Information

Web: kewafinancial.com
Phone: 615-592-5346
Fax: 615-468-4627

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, 046568 - KEWA Financial Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 20, 2025
Initial Rating Date:	February 20, 2014

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 20, 2025
Initial Rating Date:	February 20, 2014

Financial Size Category View Definition

Financial Size Category: VIII (USD 100 Million to Less than 250 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst: Justin Aimone
Senior Financial Analyst: Adib Nassery
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

Homesite Insurance Company

AMB #: 022141 NAIC #: 17221 FEIN #: 061125462

Mailing Address
290 Congress St., Suite 400
Boston, Massachusetts 02210
United States

View Additional Address Information

Web: www.Homesite.com
Phone: 617-832-1300

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:	September 24, 2025
Initial Rating Date:	September 26, 2014

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 24, 2025
Initial Rating Date:	September 26, 2014

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Scott Foley

Director: Edin Imsirovic

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 for American Family Mutual Insurance Company, S.I., Core Affiliates and American Family Life Insurance Company
September 24, 2025

Amendment No. 3 to Agreement
ITB 23-058
Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat

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 Superior Asphalt, Inc., (hereinafter referred to as "Contractor"); and

WHEREAS, On July 11, 2023, County and Contractor entered into an Agreement to provide asphaltic concrete and sand seal coat for surface leveling, for a term of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, On July 9, 2024, County and Contractor amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2025; and

WHEREAS, On June 10, 2025, County and Contractor amended the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2026; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2027; and

WHEREAS, County and Contractor agree to modify the language in Section 20.4 Compliance with Laws and Section 20.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2027.

3. County and Contractor hereby replace Section 20.4 of the Agreement with the following language:

   20.4 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, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

4. County and Contractor hereby replace Section 20.17 of the Agreement with the following language:

   20.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

5. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and its prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

6. Each person signing the Amendment 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

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement is accepted by the parties as of the date noted below.

SUPERIOR ASPHALT, INC.

Signature of Witness (1)

Bill Wilbarn
Printed Name of Witness (1)

Signature of Witness (2)

S. Anthony Farah
Printed Name of Witness (2)

BY: _____
DYLAN TEASDALE, GENERAL MANAGER

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of APRIL, 2026, by DYLAN TEASDALE as GENERAL MANAGER who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28 day of APRIL, 2026.

Caitlyn Gautreau
NOTARY PUBLIC Signature
Printed Name: CAITLYN GAUTREAU
Commission No.: HH430337
Expiration Date: 08/07/27

SEAL

CAITLYN GAUTREAU
Notary Public - State of Florida
Commission # HH 430337
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

July 17, 2023

Alan Mulvey, Vice President
Superior Asphalt, Inc.
P.O. Box 2489
Oneco, Florida 34264

REF: Agreement: ITB 23-058 Asphaltic Concrete for Surface Leveling Courses including Sand Seal Coat

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, July 11, 2023.

Agreement enclosed for your files. Congratulations.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management and Budget

cc: James Sterling, Director, Road Maintenance

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 11th day of July 2023.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Superior Asphalt, 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	Alan Mulvey, Vice President Superior Asphalt, Inc. P.O. Box 2489 Oneco, Florida 34264 Phone: 941-374-9564 Fax: 941-727-5980 Email: amulvey@superiorasphaltinc.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 Work 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 Work
Exhibit "B" – Bid Pricing

7.0 Terms of Agreement and Commencement of Work: The duration of the Agreement shall be for a period of one (1) year from the date the Parties have executed the Agreement, with an option to renew for three (3) additional one (1) year periods The renewal option can only be exercised through mutual agreement between County and 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. Contractor shall commence performance of Work on the date on which the Notice to Proceed is received by Contractor. Contractor must start and complete work within 90 days from receipt of the Notice to Proceed.

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 Work Provided by Contractor: The Work to be provided by Contractor is summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Work to be provided by Contractor that are not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation will be paid in accordance with the unit pricing noted in Exhibit "B", attached to this Agreement.

Asphalt Price Index (API): A Fuel and Bituminous Average Price Index adjustment, per FDOT Specifications, may be applied to this Project (applicability to this project is noted in the "Special Provisions"). However, if a time extension is granted to the Contractor, an API for increased costs will not be applied to services/materials performed/used during the time extension period. However, if costs go down, the County may apply an API to the Project to realize cost savings to the County.

Contractor may request an increase in price for each year after the initial one (1) 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 Work 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 Work 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 Work 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 Work 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 Work completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was

recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Work 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 Work to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Work 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 Work covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work 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, work 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 Liquidated Damages: If the Work 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 Fifty Dollars **($50.00)** 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 a public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of subcontractor 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 Work against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Work 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 Work, for a period of one (1) year after acceptance of such by County.

13.3 Warranty of Standard Care: In the performance of professional Work, 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 Work 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 Work 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 Work. All such re-performed Work 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.

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 Work of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

14.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County 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 CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235. EMAIL: RMLO@CITRUSBOCC.COM.

15.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

15.2 Commercial General Liability: 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 the Bidder does not own vehicles, the Bidder 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.

15.4.2 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.

15.4.3 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.

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 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.

15.5.2 The project's Bid number shall be noted on the certificate. **ITB 23-058**

15.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

15.5.4 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.

15.5.5 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.

15.5.6 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.

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

15.5.8 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 subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

15.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

15.5.11 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.

16.0 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.

17.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work 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 Work, 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 Work. Contractor shall proceed with the performance of any changes in the Work 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 Work 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 subcontractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Work covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

20.0 Additional Terms and Conditions:

20.1 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.

20.2 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.

20.3 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 Work under this Agreement.

20.4 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.

20.5 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 Work 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 subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

20.6 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.

20.7 Correction of Work: Contractor shall promptly remove from the premises all Work 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 Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Contractor.

20.8 County Funds: If sufficient funding is not available for Contractor to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Work, 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.

20.9 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.

20.10 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

20.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Work 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.

20.12 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.

20.13 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.

20.14 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).

20.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Work 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, subcontractor, 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 work, 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 Work 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 subcontractor 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.

20.16 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.

20.17 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 subcontractor 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 subcontractor. 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.

20.18 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

20.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any

cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

20.20 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.

20.21 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 Work 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.

20.22 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.

20.23 Inspection, Performance, Supervision: County reserves the right to inspect the Work 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 Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work 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 Work 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 Work 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 Work.

20.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Work 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 Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any

payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

20.25 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, Work, employment, or contracts of any kind.

20.26 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 work. 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.

20.27 Materials, Work, 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 work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

20.28 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.

20.29 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 Work are to be executed and completed.

20.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Work. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of the Work 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 Work, including personal injury or death to any Contractor employee, subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

20.31 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.

20.32 Relationship: Contractor is an independent contractor to County in the provision of the Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

20.33 Risk of Loss: Until the Work 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 Work shall remain with Contractor.

20.34 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 Work 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.

20.35 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 Work 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.

20.36 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.

20.37 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.

20.38 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 Work 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.

20.39 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.

20.40 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.

21.0 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.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

SUPERIOR ASPHALT, INC.

Signature of Witness (1)

Scott Armstrong
Printed Name of Witness (1)

Signature of Witness (2)

KEITH TANNER
Printed Name of Witness (2)

BY: _____
ALAN MULVEY, VICE PRESIDENT

SUPERIOR ASPHALT, INC. CORPORATE SEAL 2001 FLORIDA

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 5th day of June, 2023, by ~~Scott Armstrong~~ Alan Mulvey as Vice President who is [X] personally known to me or [ ] who produced ——— as identification.

Witness my hand and official seal this 5th day of June, 2023.

Official use only

APPROVED

JUL 11 2023

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Deysi Mejia
Commission No.: _____
Expiration Date: _____

SEAL

NOTARY PUBLIC STATE OF FLORIDA
DEYSI MEJIA
Commission # HH 252938
Expires April 13, 2026

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
~~RUTHIE DAVIS SCHLABACH~~, CHAIRMAN
Holly L. Davis

DATE: 7/11/2023

EXHIBIT "A"

SCOPE OF WORK

BILLING

Invoices to be in accordance with specified payment methods and purchase order numbers shall be shown on each invoice. No one billing shall include more than one Purchase Order. Invoicing shall show the project name (road or other description), the type of asphalt concrete installed, the number of tons installed, the unit pricing per ton and the total invoice amount.

SPECIFICATIONS FOR ASPHALTIC CONCRETE

1. Material used shall be Asphalt Concrete meeting State of Florida Department of Transportation Specifications. Asphalt shall be put in place by machine and shall be compacted to a thickness and width specified by the Director of Road Maintenance. Asphalt shall be rolled with a tandem roller weighing not less than 8 tons. Asphalt shall be traffic rolled for not less than 4 passes.

2. All areas will be prepared for asphalt by the County.

3. All driveways shall be paved as determined by the Director of Road Maintenance. Intersecting roads shall be paved to right-of-way line or as directed by the Director of Road Maintenance.

4. Tack Coat will be required on all previously constructed surfaces before applying an asphaltic concrete leveling course of surface course. Rule of application to be between 0.02 to 0.08 gal/yd^2.

5. Leveling of Old Road Re-Surfaces: Type SP-9.5 asphalt concrete will be used for all leveling courses, unless otherwise directed at the rate specified by the Director of Road Maintenance. All leveling will be done by the ton in place. Successful bidder shall be required to apply tack coat to all surfaces to be leveled. Successful bidder is required to thoroughly clean all surfaces with a power-driven broom prior to tack Coat application. All leveling courses shall be rolled. Scale weight tickets will be required for each load of asphalt used.

SPECIFICATIONS FOR SAND SEAL COAT

1. This work consists of furnishing and application of bituminous sand seal coats on previously prepared bases and the furnishing and application of a sand cover.

2. Bituminous material shall be Special MS Emulsion diluted at a ratio of 6 parts emulsified asphalt to 4 parts water. The cover material shall be sand. The sand shall be non-plastic and free from any appreciable amount of silt, clay balls and root particles, and from any noticeable sticks, trash, vegetation, and other organic matter.

3. Before any bituminous material is applied, all loose material, dust, caked clay, dirt, and other foreign material which might prevent proper bond with the existing surface shall be removed for the full width of the application.

   Bituminous material shall be applied by pressure distributor equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming ruts in the surface. The outside nozzle at each end of the spray bar shall have an opening of not less than 25 percent nor more than 75 percent in excess of the interior nozzles. All other nozzles shall have uniform openings and shall be spaced so as to provide an even distribution of bituminous material on the surface.

   The rate of application for bituminous material shall be not less than 0.10 gallon per square yard and must be sufficient to coat the surface thoroughly and uniformly with no excess.

The bituminous material shall be covered with a layer of sand. The entire surface, after covering, shall be rolled with a pneumatic tired roller to obtain a reasonable dense mat.

GENERAL SPECIFICATIONS

PROTECTION AND RESTORATION OF PROPERTY

A. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or methods of executing said work, from non-execution of said work, until the work has been completed and accepted by the Division of Road Maintenance. All work areas are to be left in a clean manner.

B. When or where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, Contractor shall restore such property at Contractor's own expense to the condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring, the property in an acceptable manner as directed by the Division of Road Maintenance.

SAMPLING AND TESTING

The Contractor, through an independent testing laboratory, or through a testing program approved by the Director of Road Maintenance, shall be wholly responsible for the quality of the materials used. Tests made shall include Extractions reporting sieve analysis, % Bitumen content, stability and lab density. Tests may be made on every 300 tons of Asphaltic Concrete placed or on each calendar day's work, whichever is lesser quantity. The report of test results shall be submitted to the Director of Road Maintenance together with the invoice for any particular invoice period.

All work of Contractor shall be on a project-by-project basis. A Notice to Proceed will be issued for each project. Upon receipt of written Notice to Proceed issued by the Division of Road Maintenance, the Contractor shall begin work within forty-eight (48) hours of receipt of said Notice to Proceed; in the event contractor fails to begin work within said 48 hours (exclusive of legal holidays and weekends), County reserves the right to cancel the Notice to Proceed and award same to the second lowest and/or most responsible bidder. Each Notice to Proceed shall specify the length of time allowed for completion depending upon the amount and various locations involved.

If the Contractor does not complete the project within the time frame scheduled; the County may demand liquidated damages in the amount of $50.00/day. Additional time for the completion of a project may be granted by the Director of Road Maintenance if delay is caused by inclement weather or other causes not the fault of the contractor. Requests for additional time shall be made in writing to the Director of Road Maintenance whose decision shall be final unless appealed in writing to the County Administrator within five (5) working days of an adverse determination.

SCOPE OF PAYMENTS

Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:
$ Adjustment = (ID)(Gallons)

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, or square yard, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb./gal.

For asphalt concrete items payable by the cubic yard, the number of gallons will be determined assuming a mix design with 3% liquid asphalt weighing 8.58 pounds per gallon.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb./yd2 per inch.

EXHIBIT "B"

	Cost per Ton for materials and transportation	Cost per Ton for Installation (including Sand Seal Coat and Traffic Control)
Type SP-9.5 A.C		
0 – 25 Tons	$160.00	$260.00
26 – 50 Tons	$145.00	$155.00
51 – 100 Tons	$140.00	$105.00
Over 100 Tons	$135.00	$85.00
Driveway Apron Ton	$185.00	$585.00
Type SP-12.5 A/C		
0 – 25 Tons	$160.00	$260.00
26 – 50 Tons	$145.00	$155.00
51 – 100 Tons	$140.00	$105.00
182	$135.00	$85.00
Driveway Apron Ton	$185.00	$585.00

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

July 15, 2024

Alan Mulvey, Vice President
Superior Asphalt, Inc.
P.O. Box 2489
Oneco, Florida 34264

REF: ITB 23-058 Amendment No. 1; Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on July 9, 2024.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: James Sterling, Director, Road Maintenance Division
Carlton Hall, Acting Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY Amy Lovingood D.C.
THIS 11 DAY OF July 2024

Amendment No. 1 to Agreement
ITB 23-058
Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat

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 Superior Asphalt, Inc., (hereinafter referred to as "Contractor"); and

WHEREAS, On July 11, 2023, County and Contractor entered into an Agreement to provide asphaltic concrete and sand seal coat for surface leveling, for a term of one (1) year term with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2025; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2025.

3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

DYLAN TEASDALE
Printed Name of Witness (1)

Signature of Witness (2)

Greg Wasson
Printed Name of Witness (2)

SUPERIOR ASPHALT, INC.

BY: _____
ALAN MULVEY, VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of MAY, 2024, by CAITLYN GAUTREAU as ALAN MULVEY who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 20 day of MAY, 2024.

Caitlyn Gautreau
NOTARY PUBLIC Signature
Printed Name: CAITLYN GAUTREAU
Commission No.: HH430337
Expiration Date: 08/07/27

SEAL

CAITLYN GAUTREAU
Notary Public - State of Florida
Commission # HH 430337
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

Official use only

APPROVED

- - 2024

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 7/9/2024

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 16, 2025

Alan Mulvey, Vice President
Superior Asphalt, Inc.
P.O. Box 2489
Oneco, Florida 34264

REF: ITB 23-058 Amendment No. 2; Asphaltic Concrete for Surface Leveling Courses including Sand Seal Coat.

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on June 10, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Lena Slaven, Administrative Coordinator II, Road Maintenance Division
Darin Wilson, Contract Manager, Road Maintenance Division
James Sterling, Director, Road Maintenance Division
Carlton Hall, Director, Public Works Department

Amendment No. 2 to Agreement
ITB 23-058
Asphaltic Concrete for Surface Leveling Courses Including Sand Seal Coat

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 Superior Asphalt, Inc., (hereinafter referred to as "Contractor"); and

WHEREAS, On July 11, 2023, County and Contractor entered into an Agreement to provide asphaltic concrete and sand seal coat for surface leveling, for a term of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, On July 9, 2024, County and Contractor amended the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2025; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2026; and

WHEREAS, County and Contractor agree that prior to the time of execution of Amendment No. 2 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to July 10, 2026.

3. County and Contractor agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 2 to the Agreement.

4. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and its prior Amendment are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

SUPERIOR ASPHALT, INC.

Signature of Witness (1)

Greg Wasson
Printed Name of Witness (1)

Signature of Witness (2)

BY: _____
DYLAN TEASDALE, GENERAL MANAGER

S. Anthony Farah
Printed Name of Witness (2)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16 day of APRIL, 2025, by DYLAN TEASDALE as GENERAL MANAGER who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 16 day of APRIL, 2025.

Official use only
APPROVED
JUN 10 2025
BOARD OF COUNTY COMMISSIONERS

Caitlyn Gautreau
NOTARY PUBLIC Signature
Printed Name: CAITLYN GAUTREAU
Commission No.: HH 430337
Expiration Date: AUGUST 7, 2027

SEAL

CAITLYN GAUTREAU
Notary Public - State of Florida
Commission # HH 430337
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 6/10/2025

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	ITB 22-064 Amendment No. 4; Roadway Striping Thermoplastic/Traffic Paint and Related Work; McShea Contracting, LLC
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On June 27, 2022, the Board awarded an Invitation to Bid, ITB 22-064 Roadway Striping Thermoplastic/Traffic Paint and Related Work with AKCA, LLC as a Contractor to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods.

On June 20, 2023, the Board amended the Agreement to exercise the first option to renew the Agreement, extending the duration of the Agreement to June 27, 2024.

On March 26, 2024, the Board amended the Agreement to exercise the second option to renew the Agreement, extending the duration of the Agreement to June 27, 2025.

On April 8, 2025, AKCA, LLC assigned the Agreement to McShea Contracting, LLC.

On June 10, 2025, the Board consented to AKCA LLC's assignment of the Agreement to McShea Contracting, LLC, and McShea Contracting agreed to perform all of the duties and obligations of the Contractor, and the Board amended the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2026.

Staff now recommends amending the Agreement to exercise the fourth and final one-year renewal option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2027, and to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

There is no additional cost associated with this Amendment.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 4 to the Agreement between Citrus County, Florida and Superior Asphalt, Inc., to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2027, and to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. 5-26-26 AGENDA DOCS - ITB 22-064 Amendment No. 4
2. ITB 22-064 Executed Agreement
3. ITB 22-064 Executed Amendment No 1
4. ITB 22-064 Executed Amendment No. 2
5. ITB 22-064 Executed Amendment No. 3

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 18, 2026

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Director, Road Maintenance Division

THRU : Carlton Hall, Director, Public Works

SUBJECT : Bid Renewal – ITB 22-064 Roadway Striping Thermoplastic/ Traffic and Related Work

Please process ITB 22-064 – Roadway Striping Thermoplastic and Traffic for renewal with McShea Contracting, LLC in accordance with the provisions of renewal stated in the contract.

The current contract is due to expire on 6/26/~~2025.~~ 2026 This will be the 4th of four one-year renewals. This company has performed satisfactory in the terms and conditions of their contract.

Please place this item on the Agenda for Board approval.

JLS/lms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2026

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED McShea Contracting, LLC 508 Owen Avenue North Lehigh Acres, FL 33971	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : ACE American Insurance Company — 22667 INSURER B : Arch Specialty Insurance Company — 21199 INSURER C : QBE Specialty Insurance Company — 11515 INSURER D : Navigators Specialty Insurance Company — 36056 INSURER E : Westchester Surplus Lines Insurance Compan — 10172 INSURER F : Allied World Assurance Company US Inc — 19489

COVERAGES **CERTIFICATE NUMBER:** W43822598 **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 [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	HDO G4895828A	09/25/2025	09/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 20,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	ISA H11434447	09/25/2025	09/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UXP1050989-03	09/25/2025	09/25/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C72631419	09/25/2025	09/25/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Personal Injury Protection (PIP)			ISA H11434447	09/25/2025	09/25/2026	Aggregate Limit	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Name: All Vendors
Contract ID: ITB 22-064

General Liability includes Ongoing and/or Completed Operations coverage.
SEE ATTACHED

CERTIFICATE HOLDER

Citrus County, Florida
C/O: myCOI
P.O. Box# 501970, 8710 Bash Street
Indianapolis, IN 46256

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

Patricia A Forney

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ACE American Insurance Company

AMB #: 002257 NAIC #: 22667 FEIN #: 952371728

Mailing Address
436 Walnut Street P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

View Additional Address Information

Web: www.chubb.com
Phone: 215-640-1000

AM Best Rating Unit: AMB #: 058303 - Chubb Limited

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 16, 2026
Initial Rating Date:	June 30, 1951

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 16, 2026
Initial Rating Date:	August 16, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

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 Chubb Limited and Its Subsidiaries
January 16, 2026

Amendment No. 4 to Agreement

ITB 22-064

Roadway Striping Thermoplastic / Traffic Paint and Related Work

THIS AMENDMENT is made and entered into by and between McShea Contracting, LLC, a Florida Limited Liability Company registered to conduct business under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 27, 2022, County and AKCA, LLC entered into an Agreement to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, On June 20, 2023, County and Contractor amended the Agreement to exercise the first option to renew the Agreement, extending the duration of the Agreement to June 27, 2024; and

WHEREAS, On March 26, 2024, County and Contractor amended the Agreement to exercise the second option to renew the Agreement, extending the duration of the Agreement to June 27, 2025; and

WHEREAS, On April 8, 2025, AKCA, LLC assigned the Agreement to McShea Contracting, LLC; and

WHEREAS, On June 10, 2025, County consented to AKCA, LLC's assignment of the Agreement to McShea Contracting, LLC, and McShea Contracting, LLC agreed to perform all of the duties and obligations of the Contractor under said Agreement; and

WHEREAS, On June 10, 2025, County and Contractor amended the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2026; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the fourth and final one-year renewal option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2027; and

WHEREAS, County and Contractor agree to modify the language in Section 19.4 Compliance with Laws and Section 19.17 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 26, 2027.

3. County and Contractor hereby replace Section 19.4 of the Agreement with the following language:

   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, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

4. County and Contractor hereby replace Section 19.17 of the Agreement with the following language:

   19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects

5. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and its prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

6. Each person signing the Amendment 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

IN WITNESS WHEREOF, this Amendment No. 4 to Agreement is accepted by the parties as of the date noted below.

MCSHEA CONTRACTING, LLC

Signature of Witness (1)

Timberly Messick
Printed Name of Witness (1)

Signature of Witness (2)

Tyler Stultz
Printed Name of Witness (2)

BY: _____
JOEL SWITCH, AREA MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1st day of May, 2026, by Joel Switch as Area Manager who is ☑ personally known to me or ☐ who produced Known as identification.

Witness my hand and official seal this 1st day of May, 2026.

Official use only

NOTARY PUBLIC Signature
Printed Name: Kiana Jimenez
Commission No.: HH 638500
Expiration Date: Feb 10, 2029

SEAL

KIANA JIMENEZ
Notary Public - State of Florida
Commission # HH 638500
My Comm. Expires Feb 10, 2029
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

TRACI PERRY, CLERK

BY: _____
DIANA FINEGAN, CHAIRMAN

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

July 1, 2022

Scott Walls, General Manager
AKCA, LLC
4603 Reece Road
Plant City, Florida 33566

REF: Agreement: ITB 22-064; Roadway Striping Thermoplastic / Traffic Paint and Related Work

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on June 27, 2022.

Agreement enclosed for your files. Congratulations.

Sincerely,

Karin McMahon

Karin McMahon
Purchasing Assistant
Department of Management and Budget

cc: James Sterling, Road Maintenance Director

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY Cheryl Novinger D.C.
THIS 30 DAY OF June 20 22

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 27 day of June 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

AKCA, 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	Scott Walls, General Manager AKCA, LLC 4603 Reece Road Plant City, Florida 33566 Phone: 813-752-4471 Fax: 813-752-2357 Email: swalls@alcainc.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, Detailed Specifications
Exhibit "B" – Bid Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of one (1) year from the date the Parties have executed the Agreement, with an option to renew for four (4) additional one (1) year periods. The renewal option can only be exercised through mutual agreement between County and 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.

Contractor shall commence performance of services on the date on which the Notice to Proceed is received by Contractor. Contractor must start and complete services within 90 days from receipt of the Notice to Proceed.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor - Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

Contractor may request an increase in fees for each year after the initial one (1) 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 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.

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.

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 proposal number shall be noted on the certificate. **ITB 22-064**

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.

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.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but

not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with

all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM ,of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful 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.

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

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

AKCA, LLC

Signature of Witness (1)

Lee Schmidt
Printed Name of Witness (1)

Signature of Witness (2)

Jimberly Messick
Printed Name of Witness (2)

BY: _____
SCOTT WALLS, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of June, 2022, by Scott Walls as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 2nd day of June, 2022.

Official use only
APPROVED

JUN 27 2022

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Brandy Scarlett
Commission No.: 239154
Expiration Date: 03-10-2026

SEAL

Notary Public State of Florida
Brandy Marie Scarlett
My Commission
HH 239154
Exp. 3/10/2026

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: 6/27/2022

EXHIBIT "A"

SCOPE OF SERVICES
Detailed Specifications

ROADWAY STRIPING THERMOPLASTIC / TRAFFIC PAINT AND RELATED WORK SPECIFICATIONS FOR APPLICATION OF YELLOW AND WHITE LEAD-FREE, ALKYD THERMOPLASTIC STRIPING MATERIAL WHITE AND YELLOW TRAFFIC PAINT AND RELATED WORK

1. All materials must be FDOT tested and approved. A listing of the proposed materials must be submitted with the Bid Form. All materials shall be supplied by the Contractor.

2. Contractor shall apply the thermoplastic by means of ribbon gun and/or extrusion die method. *Spray application of the thermoplastic material is prohibited.*

3. Traffic paint shall be applied per the FDOT Qualified Product List (QPL) for the specified product.

4. All thermoplastic materials used within the scope of this contract shall be leadfree, alkyd variety. Mil thickness/bead type as per FDOT specifications for initial or refurbished markings.

5. Contractor shall ensure retro reflectivity as per FDOT specifications.

6. All raised pavement markers (RPM's) shall be 4" x 4" Class B.

7. Application of the RPM's shall be in accordance with FDOT specifications.

8. Application of the thermoplastic and glass beads shall be in accordance with FDOT specifications.

9. The glass beads shall conform to FDOT specifications.

10. Contractor shall be certified in Maintenance of Traffic and traffic control. Signage necessary to the project shall be in accordance with FDOT Design Standards, 600 Series and practices described in the Manual on Uniform Traffic Control Devices (MUTCD).

11. Contractor shall start and finish thermoplastic striping and related work on the supplied list of roadways and intersections within 90 days of receipt of the Notice to Proceed. The Notice to Proceed shall be in written form issued by Citrus County. Each day that rain or other inclement weather prevents the contractor from working shall extend the 90-day period by one day.

12. List of roadways to be striped shall be supplied with the notice to proceed.

13. Contractor shall apply the thermoplastic or paint and glass beads and perform related work as specified in the scope of services. Payment will be made at the unit price(s) as quoted on the Bid Form.

14. Contractors must be able to stripe five (5) miles of line a day.

REMAINDER OF PAGE INTENTIALLY LEFT BLANK.

EXHIBIT "B"
Bid Pricing

AKCA, LLC

A THERMOPLASTIC	UNIT	UNIT PRICING
R X R	EA	$ 50.00
MERGE	EA	$ 100.00
ONLY	EA	$ 100.00
SCHOOL	EA	$ 100.00
STOP	EA	$ 50.00
AHEAD	EA	$ 10.00
DIRECTIONAL ARROWS	EA	$ 100.00
COMBO ARROWS	EA	$ 40.00

B PAINT	UNIT	UNIT PRICING
R X R	EA	$ 5.00
MERGE	EA	$ 5.00
ONLY	EA	$ 5.00
SCHOOL	EA	$ 5.00
STOP	EA	$ 5.00
AHEAD	EA	$ 5.00
DIRECTIONAL ARROWS	EA	$ 25.00
COMBO ARROWS	EA	$ 10.00

C MISCELLANEOUS	UNIT	UNIT PRICING
MAINTENANCE OF TRAFFIC	PER DAY	$ 300.00
LINE REMOVAL	PER LF	$ 2.50
LINE LAYOUT	PER LF	$ 0.50
RPM - INSTALLATION OF 4"X 4" CLASS B	EA	$ 3.50
RPM - REMOVAL OF 4"X 4" CLASS B	EA	$ 1.50
REMOVAL OF SYMBOLS	EA	$ 10.00

D SINGLE DROP THERMOPLASTIC 60 Mil-Refurbished	UNIT	UNIT PRICING
6" WHITE, TRAFFIC STRIPE	PER LF	$ 0.58
6" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.62
8" WHITE, TRAFFIC STRIPE	PER LF	$ 0.50
8" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.50
12" WHITE, TRAFFIC STRIPE	PER LF	$ 2.00
18" WHITE, TRAFFIC STRIPE	PER LF	$ 2.00
18" YELLOW, TRAFFIC STRIPE	PER LF	$ 2.00
24" WHITE TRAFFIC STRIPE	PER LF	$ 4.00

E DOUBLE DROP THERMOPLASTIC 100 Mil-New	UNIT	UNIT PRICING
6" WHITE, TRAFFIC STRIPE	PER LF	$ 0.50
6" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.50
8" WHITE, TRAFFIC STRIPE	PER LF	$ 2.00
8" YELLOW, TRAFFIC STRIPE	PER LF	$ 1.00
12" WHITE, TRAFFIC STRIPE	PER LF	$ 3.00
18" WHITE, TRAFFIC STRIPE	PER LF	$ 3.50
18" YELLOW, TRAFFIC STRIPE	PER LF	$ 4.00
24" WHITE TRAFFIC STRIPE	PER LF	$ 4.50

F PAINT	UNIT	UNIT PRICING
6" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
6" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.20
8" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
8" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.20
12" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
18" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
18" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.20
24" WHITE TRAFFIC STRIPE	PER LF	$ 0.20

These services will be on an "as-needed" basis and there is no guarantee of volume of work issued.

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 21, 2023

Scott Walls, General Manager
AKCA, LLC
4603 Reece Road
Plant City, Florida 33566

REF: ITB 22-064 Amendment No. 1; Roadway Striping Thermoplastic / Traffic Paint and Related Work

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on June 20, 2023.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: James L. Sterling, Director Road Maintenance Division
Mary C. Jensen, P.E., Director Department of Public Works

Amendment No. 1 to Agreement
ITB 22-064
Roadway Striping Thermoplastic / Traffic Paint and Related Work

THIS AMENDMENT is made and entered into by and between AKCA, LLC, a Foreign Limited Liability Company registered to conduct business under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 27, 2022, County and Contractor entered into an Agreement to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2024; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2024.

3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

AKCA, LLC

Signature of Witness (1)

Jimberly Messick
Printed Name of Witness (1)

Signature of Witness (2)

Joel Switch
Printed Name of Witness (2)

BY: _____
SCOTT WALLS, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of June, 2023, by Scott Walls as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 2 day of June, 2023.

Official use only

APPROVED

JUN 20 2023

BOARD OF COUNTY COMMISSIONERS

Lee C. A
NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

LEE C. SCHMIDT
Notary Public - State of Florida
Commission # HH 095838
My Comm. Expires May 16, 2025
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
Tyani L White
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: Ruthie Davis Schlabach
RUTHIE DAVIS SCHLABACH, CHAIRMAN

DATE: 6/20/2023

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

April 1, 2024

Scott Walls, General Manager
AKCA, LLC
4603 Reece Road
Plant city, Florida 33566

REF: ITB 22-064 Amendment No. 2; Roadway Striping thermoplastic, Traffic Paint and Related Work

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on March 26, 2024.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: James Sterling, Director, Road Maintenance Division
Marcello Tavernari, Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY D.C.
THIS 28 DAY OF March 20 24

Amendment No. 2 to Agreement
ITB 22-064
Roadway Striping Thermoplastic / Traffic Paint and Related Work

THIS AMENDMENT is made and entered into by and between AKCA, LLC, a Foreign Limited Liability Company registered to conduct business under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 27, 2022, County and Contractor entered into an Agreement to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, On June 20, 2023, County and Contractor amended the Agreement to exercise the first option to renew the Agreement, extending the duration of the Agreement to June 27, 2024; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2025; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2025.
3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

AKCA, LLC

Signature of Witness (1)

Jimberly Messick
Printed Name of Witness (1)

Signature of Witness (2)

Joel Scotch
Printed Name of Witness (2)

BY: _____
SCOTT WALLS, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28th day of February, 2024, by Scott Walls as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28th day of February, 2024.

Official use only

APPROVED

MAR 26 2024

BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Lee C. Schmidt
Commission No.: HH095838
Expiration Date: May 16, 2025

SEAL

LEE C. SCHMIDT
Notary Public - State of Florida
Commission # HH 095838
My Comm. Expires May 16, 2025
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 3/26/2024

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 16, 2025

Kiana Jimenez
McShea Contracting, LLC
4770 US-92
Plant City, Florida 33563

REF: ITB 22-064 Amendment No. 3; Roadway Striping Thermoplastic Traffic Paint and Related Work.

The Board of County Commissioners approved the Amendment No. 3 of the Agreement and authorized the Chairman to execute the Amendment No. 3 on June 10, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Lena Slaven, Administrative Coordinator II, Road Maintenance Division
Darin Wilson, Contract Manager, Road Maintenance Division
James Sterling, Director, Road Maintenance Division
Carlton Hall, Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY: D.C.
13 DAY OF June 2025

Amendment No. 3 to Agreement
ITB 22-064
Roadway Striping Thermoplastic / Traffic Paint and Related Work

THIS AMENDMENT is made and entered into by and between McShea Contracting, LLC, a Florida Limited Liability Company registered to conduct business under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 27, 2022, County and AKCA, LLC entered into an Agreement to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, On June 20, 2023, County and Contractor amended the Agreement to exercise the first option to renew the Agreement, extending the duration of the Agreement to June 27, 2024; and

WHEREAS, On March 26, 2024, County and Contractor amended the Agreement to exercise the second option to renew the Agreement, extending the duration of the Agreement to June 27, 2025; and

WHEREAS, On April 8, 2025, AKCA, LLC assigned the Agreement to McShea Contracting, LLC and;

WHEREAS, County consents to AKCA, LLC's assignment of the Agreement to McShea Contracting, LLC, and McShea Contracting, LLC agrees to perform all of the duties and obligations of the Contractor under said Agreement.

WHEREAS, County and Contractor desire to amend the Agreement to exercise the third option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2026; and

WHEREAS, County and Contractor agree that prior to the time of execution of Amendment No. 3 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County consents to AKCA, LLC's assignment of the June 27, 2022, Agreement, attached hereto as Exhibit "A", to McShea Contracting, LLC.
3. McShea Contracting, LLC hereby assumes all duties and obligations of Contractor under said Agreement.
4. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2026.
5. County and Contractor agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 3 to the Agreement.
6. County and Contractor agree that all other terms, conditions, and pricing of the Agreement and its prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement is accepted by the parties as of the date noted below.

MCSHEA CONTRACTING, LLC

Kimberly Pippin
Signature of Witness (1)

Kimberly Pippin
Printed Name of Witness (1)

Jimberly Messick
Signature of Witness (2)

Jimberly Messick
Printed Name of Witness (2)

BY: _____
~~DAN MCWILLIAMS, VICE PRESIDENT~~
Joel Switch, Area Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14th day of May, 2025, by Joel Switch as Area Manager who is ☑ personally known to me or ☐ who produced Known as identification.

Witness my hand and official seal this 14th day of May, 2025.

Official use only
APPROVED
JUN 10 2025
BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Kiana Jimenez
Commission No.: HH 638500
Expiration Date: Feb 10th, 2029

SEAL

KIANA JIMENEZ
Notary Public - State of Florida
Commission # HH 638500
My Comm. Expires Feb 10, 2029
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for TRACI RERRY, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 6/10/2025

EXHIBIT "A"

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

July 1, 2022

Scott Walls, General Manager
AKCA, LLC
4603 Reece Road
Plant City, Florida 33566

REF: Agreement: ITB 22-064; Roadway Striping Thermoplastic / Traffic Paint and Related Work

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on June 27, 2022.

Agreement enclosed for your files. Congratulations.

Sincerely,

Karin McMahon

Karin McMahon
Purchasing Assistant
Department of Management and Budget

cc: James Sterling, Road Maintenance Director

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY Cheryl Partridge D.C.
THIS 30 DAY OF June 20 22

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 27 day of June 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

AKCA, 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	Scott Walls, General Manager AKCA, LLC 4603 Reece Road Plant City, Florida 33566 Phone: 813-752-4471 Fax: 813-752-2357 Email: swalls@alcainc.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, Detailed Specifications
Exhibit "B" – Bid Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of one (1) year from the date the Parties have executed the Agreement, with an option to renew for four (4) additional one (1) year periods. The renewal option can only be exercised through mutual agreement between County and 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.

Contractor shall commence performance of services on the date on which the Notice to Proceed is received by Contractor. Contractor must start and complete services within 90 days from receipt of the Notice to Proceed.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor - Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

Contractor may request an increase in fees for each year after the initial one (1) 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 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.

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.

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 proposal number shall be noted on the certificate. **ITB 22-064**

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.

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.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but

not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with

all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM ,of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful 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.

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

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

AKCA, LLC

Signature of Witness (1)

Lee Schmidt
Printed Name of Witness (1)

Signature of Witness (2)

Timberly Messick
Printed Name of Witness (2)

BY: _____
SCOTT WALLS, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of June, 2022, by Scott Walls as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 2nd day of June, 2022.

NOTARY PUBLIC Signature
Printed Name: Brandy Scarlett
Commission No.: 239154
Expiration Date: 03-10-2026

SEAL

Notary Public State of Florida
Brandy Marie Scarlett
My Commission
HH 239154
Exp. 3/10/2026

Official use only
APPROVED
JUN 27 20
BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: 6/27/2022

EXHIBIT "A"

SCOPE OF SERVICES
Detailed Specifications

ROADWAY STRIPING THERMOPLASTIC / TRAFFIC PAINT AND RELATED WORK SPECIFICATIONS FOR APPLICATION OF YELLOW AND WHITE LEAD-FREE, ALKYD THERMOPLASTIC STRIPING MATERIAL WHITE AND YELLOW TRAFFIC PAINT AND RELATED WORK

1. All materials must be FDOT tested and approved. A listing of the proposed materials must be submitted with the Bid Form. All materials shall be supplied by the Contractor.

2. Contractor shall apply the thermoplastic by means of ribbon gun and/or extrusion die method. *Spray application of the thermoplastic material is prohibited.*

3. Traffic paint shall be applied per the FDOT Qualified Product List (QPL) for the specified product.

4. All thermoplastic materials used within the scope of this contract shall be leadfree, alkyd variety. Mil thickness/bead type as per FDOT specifications for initial or refurbished markings.

5. Contractor shall ensure retro reflectivity as per FDOT specifications.

6. All raised pavement markers (RPM's) shall be 4" x 4" Class B.

7. Application of the RPM's shall be in accordance with FDOT specifications.

8. Application of the thermoplastic and glass beads shall be in accordance with FDOT specifications.

9. The glass beads shall conform to FDOT specifications.

10. Contractor shall be certified in Maintenance of Traffic and traffic control. Signage necessary to the project shall be in accordance with FDOT Design Standards, 600 Series and practices described in the Manual on Uniform Traffic Control Devices (MUTCD).

11. Contractor shall start and finish thermoplastic striping and related work on the supplied list of roadways and intersections within 90 days of receipt of the Notice to Proceed. The Notice to Proceed shall be in written form issued by Citrus County. Each day that rain or other inclement weather prevents the contractor from working shall extend the 90-day period by one day.

12. List of roadways to be striped shall be supplied with the notice to proceed.

13. Contractor shall apply the thermoplastic or paint and glass beads and perform related work as specified in the scope of services. Payment will be made at the unit price(s) as quoted on the Bid Form.

14. Contractors must be able to stripe five (5) miles of line a day.

REMAINDER OF PAGE INTENTIALLY LEFT BLANK.

EXHIBIT "B"
Bid Pricing

AKCA, LLC

A THERMOPLASTIC	UNIT	UNIT PRICING
R X R	EA	$ 50.00
MERGE	EA	$ 100.00
ONLY	EA	$ 100.00
SCHOOL	EA	$ 100.00
STOP	EA	$ 50.00
AHEAD	EA	$ 10.00
DIRECTIONAL ARROWS	EA	$ 100.00
COMBO ARROWS	EA	$ 40.00

B PAINT	UNIT	UNIT PRICING
R X R	EA	$ 5.00
MERGE	EA	$ 5.00
ONLY	EA	$ 5.00
SCHOOL	EA	$ 5.00
STOP	EA	$ 5.00
AHEAD	EA	$ 5.00
DIRECTIONAL ARROWS	EA	$ 25.00
COMBO ARROWS	EA	$ 10.00

C MISCELLANEOUS	UNIT	UNIT PRICING
MAINTENANCE OF TRAFFIC	PER DAY	$ 300.00
LINE REMOVAL	PER LF	$ 2.50
LINE LAYOUT	PER LF	$ 0.50
RPM - INSTALLATION OF 4"X 4" CLASS B	EA	$ 3.50
RPM - REMOVAL OF 4"X 4" CLASS B	EA	$ 1.50
REMOVAL OF SYMBOLS	EA	$ 10.00

D SINGLE DROP THERMOPLASTIC 60 Mil-Refurbished	UNIT	UNIT PRICING
6" WHITE, TRAFFIC STRIPE	PER LF	$ 0.58
6" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.62
8" WHITE, TRAFFIC STRIPE	PER LF	$ 0.50
8" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.50
12" WHITE, TRAFFIC STRIPE	PER LF	$ 2.00
18" WHITE, TRAFFIC STRIPE	PER LF	$ 2.00
18" YELLOW, TRAFFIC STRIPE	PER LF	$ 2.00
24" WHITE TRAFFIC STRIPE	PER LF	$ 4.00

E DOUBLE DROP THERMOPLASTIC 100 Mil-New	UNIT	UNIT PRICING
6" WHITE, TRAFFIC STRIPE	PER LF	$ 0.50
6" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.50
8" WHITE, TRAFFIC STRIPE	PER LF	$ 2.00
8" YELLOW, TRAFFIC STRIPE	PER LF	$ 1.00
12" WHITE, TRAFFIC STRIPE	PER LF	$ 3.00
18" WHITE, TRAFFIC STRIPE	PER LF	$ 3.50
18" YELLOW, TRAFFIC STRIPE	PER LF	$ 4.00
24" WHITE TRAFFIC STRIPE	PER LF	$ 4.50

F PAINT	UNIT	UNIT PRICING
6" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
6" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.20
8" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
8" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.20
12" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
18" WHITE, TRAFFIC STRIPE	PER LF	$ 0.20
18" YELLOW, TRAFFIC STRIPE	PER LF	$ 0.20
24" WHITE TRAFFIC STRIPE	PER LF	$ 0.20

These services will be on an "as-needed" basis and there is no guarantee of volume of work issued.

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 21, 2023

Scott Walls, General Manager
AKCA, LLC
4603 Reece Road
Plant City, Florida 33566

REF: ITB 22-064 Amendment No. 1; Roadway Striping Thermoplastic / Traffic Paint and Related Work

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on June 20, 2023.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: James L. Sterling, Director Road Maintenance Division
Mary C. Jensen, P.E., Director Department of Public Works

Amendment No. 1 to Agreement
ITB 22-064
Roadway Striping Thermoplastic / Traffic Paint and Related Work

THIS AMENDMENT is made and entered into by and between AKCA, LLC, a Foreign Limited Liability Company registered to conduct business under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 27, 2022, County and Contractor entered into an Agreement to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2024; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2024.
3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

AKCA, LLC

Signature of Witness (1)

Jimberly Messick
Printed Name of Witness (1)

Signature of Witness (2)

Joel Switch
Printed Name of Witness (2)

BY: _____
SCOTT WALLS, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of June, 2023, by Scott Walls as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 2 day of June, 2023.

Lee C. A
NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

LEE C. SCHMIDT
Notary Public - State of Florida
Commission # HH 095838
My Comm. Expires May 16, 2025
Bonded through National Notary Assn.

Official use only

APPROVED

JUN 20 2023

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
Tyani L White
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: Ruthie Davis Schlabach
RUTHIE DAVIS SCHLABACH, CHAIRMAN

DATE: 6/20/2023

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

April 1, 2024

Scott Walls, General Manager
AKCA, LLC
4603 Reece Road
Plant city, Florida 33566

REF: ITB 22-064 Amendment No. 2; Roadway Striping thermoplastic, Traffic Paint and Related Work

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on March 26, 2024.

The Amendment is enclosed for your files.

Sincerely,

Leigha Utter

Leigha Utter
Purchasing Assistant
Department of Management & Budget

Cc: James Sterling, Director, Road Maintenance Division
Marcello Tavernari, Director, Public Works Department

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY D.C.
THIS 28 DAY OF March 2024

Amendment No. 2 to Agreement
ITB 22-064
Roadway Striping Thermoplastic / Traffic Paint and Related Work

THIS AMENDMENT is made and entered into by and between AKCA, LLC, a Foreign Limited Liability Company registered to conduct business under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 27, 2022, County and Contractor entered into an Agreement to provide roadway striping thermoplastic, traffic paint materials, and related work, for a term of one (1) year with an option to renew for four (4) additional one (1) year periods; and

WHEREAS, On June 20, 2023, County and Contractor amended the Agreement to exercise the first option to renew the Agreement, extending the duration of the Agreement to June 27, 2024; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2025; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 27, 2025.
3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

AKCA, LLC

Signature of Witness (1)

Jimberly Mussick
Printed Name of Witness (1)

Signature of Witness (2)

Joel Scotch
Printed Name of Witness (2)

BY: _____
SCOTT WALLS, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28th day of February, 2024, by Scott Walls as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28th day of February, 2024.

Official use only
APPROVED
MAR 06 2024
BOARD OF COUNTY COMMISSIONERS

NOTARY PUBLIC Signature
Printed Name: Lee C. Schmidt
Commission No.: HH095838
Expiration Date: May 16, 2025

SEAL

LEE C. SCHMIDT
Notary Public - State of Florida
Commission # HH 095838
My Comm. Expires May 16, 2025
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
BY ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 3/26/2024

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	ITB 24-011 Amendment No. 3; (Re-Bid) Brentwood Wastewater Treatment Facility Upgrades Project; L7 Construction, Inc.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On May 14, 2024, the Board awarded ITB 24-011 to L7 Construction, Inc., to provide construction upgrades to the Brentwood Wastewater Treatment Facility. A Notice to Proceed with the construction was given to the Contractor for final completion within 390 days, said final completion date being September 27, 2025.

On December 10, 2024, the Board amended the Agreement to increase the Scope of Work to include Bid Additives 1, 2, and 3 outlined in the Contractor's Bid and further amend the Agreement to add Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.

On June 10, 2025, the Board amended the Agreement, extending the final completion date to May 17, 2026.

On April 15, 2026, in response to the Contractor's request for additional time to complete the Work due to additional electrical and fiber-optic work identified by Operations staff as necessary to support the plant's optimal performance, the Department issued an Amended Notice to Proceed, extending the date for final completion to July 1, 2026.

Staff request to ratify the action of the Department in issuing the Amended Notice to Proceed to extend the time for substantial completion to June 1, 2026, and final completion to July 1, 2026; and to modify the language in Section 23.5 Compliance with Laws and Section 23.18 Equal Employment Opportunity, in accordance with Executive Order 14173. There is no additional cost associated with this Amendment.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and L7 Construction, Inc., to ratify the action of the Department in issuing the Amended Notice to Proceed to extend the time for substantial completion to June 1, 2026, and final completion to July 1, 2026; and to modify the language in Section 23.5 Compliance with Laws and Section 23.18 Equal Employment Opportunity, in accordance with Executive Order 14173. No additional cost associated with this Amendment. **(Ken Cheek, P.E., Water Resources Director)**

ATTACHMENTS:

1. 5-6-26 AGENDA DOCS- Amendment No. 3
2. ITB 24-011 Executed Agreement
3. ITB 24-011 Executed Amendment No. 1
4. ITB 24-011 Executed Amendment No. 2

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
itrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

AMENDED NOTICE TO PROCEED

TO: L7 Construction Inc.
275 Hunt Park Cove
Longwood, Fl 32750

DATE: 4/15/2026

PROJECT: **Brentwood Wastewater Treatment Facility (WWTF) Upgrade Project**
ITB# 24-011

L7 Construction Inc. has requested an additional 45 calendar days be added to the project schedule. This request is based on additional electrical and fiber-optic work identified by Operations staff as necessary to support the plant's optimal performance.
You are hereby notified to commence work on **September 2, 2024,** in accordance with the Agreement dated April 25, 2023. In accordance with Article 9.0 of the Agreement, you shall achieve substantial completion by **June 1, 2026,** and final completion by **July 1, 2026.**

OWNER: Citrus County Board of County Commissioners
Water Resources Department

BY: Cory D. Dilmore Digitally signed by Cory D. Dilmore Date: 2026.04.16 08:29:27 -04'00'

Cory Dilmore, P.E, Water Resources Planning & Engineering Director

---

ACCEPTANCE NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

BY: _____

Brett Lefever, President
L7 Construction **Inc.**

Construction, Inc.

April 14th, 2026

Citrus County

RE: Time Extension Request 002

Attention: Roger Ingall

This change proposal is to extend the contract time to complete the project. An additional **Forty-Five (45) Calendar Days** is requested to complete the project due to the delay in material fabrication and scheduling of work to complete punch list items and remaining work on site.

- **NTP:** **September 2nd, 2024**
- Current Substantial Completion: April 17th, 2026
- Current Final Completion: May 17th, 2026
- Proposed Substantial Completion: June 1st, 2026
- Proposed Final Completion: July 1st, 2026

This above is based on current information provided by vendors and subs. Should significant changes occur, this would need to be adjusted. Please see attached letter below from Vendors with schedules driving the project substantial completion.

L7 Construction, Inc. proposes to provide the labor, equipment, and materials for all the above scope of work for the lump sum of **$0.00 Zero Dollars and Zero Cents.**

Thank you for the opportunity to quote you on this scope of work if you have any questions or concerns, please feel free to give me a call to discuss.

John Henderson
L7 Construction, Inc.
321-972-9325 office

275 Hunt Park Cove
Longwood, FL 32750
jhenderson@L7constructs.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2025

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: Reina Gonzalez
LRA Insurance P.O. Box 948173 Maitland FL 32794	PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins. Co.	41297
INSURER B: Auto Owners Insurance Co.	18988
INSURER C: Bridgefield Casualty Ins Co	10335
INSURER D: Colony Insurance Co.	39993
INSURER E:	
INSURER F:	

INSURED
L7 Construction, Inc.
275 Hunt Park Cove
Longwood FL 32750

COVERAGES **CERTIFICATE NUMBER:** 25/26 **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 X OTHER: Cyber Liability	X	Y	VRS0008280 C-4LWN-098567-CYBER- 2025	7/11/2025 7/11/2025	7/11/2026 7/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-48507	7/11/2025	7/11/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurence/Aggregate	$1MIL/$2MIL
D	Excess Liability/ Over $5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurence/Aggregate	$4MIL/$4MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County Bid %24-011
Certificate holder is included as additional insured with respects to the General Liability & Auto Liability coverage where required by written contract. Auto Liability coverage is issued on a Primary & Non-Contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Workers Compensation Auto Liability, & General Liability coverage.

CERTIFICATE HOLDER

Citrus County, Florida; a Political Subdivison of the State of Florida
3600 W. Soverign Path
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M Showalter/JBRADY

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Scottsdale Insurance Company

AMB #: 003292 NAIC #: 41297 FEIN #: 311024978

Mailing Address
One West Nationwide Blvd., 1-14-301
Columbus, Ohio 43215-2220
United States

View Additional Address Information

Web: www.scottsdaleins.com
Phone: 480-365-4000
Fax: 866-315-1430

AM Best Rating Unit: AMB #: 005987 - Nationwide Property & Casualty 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, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 07, 2025
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:	November 07, 2025
Initial Rating Date:	May 03, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Auto-Owners Insurance Company

AMB #: 000188 NAIC #: 18988 FEIN #: 380315280

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160
United States

View Additional Address Information

Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	May 30, 2007

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Bridgefield Casualty Insurance Company

AMB #: 011812 NAIC #: 10335 FEIN #: 593269531

Mailing Address
117 N. Massachusetts Avenue
Lakeland, Florida 33801
United States

View Additional Address Information

Web: www.summitholdings.com
Phone: 863-665-6060
Fax: 513-369-5830

AM Best Rating Unit: AMB #: 003012 - Great American Contemporary Pool

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, 058317 - American Financial 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:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	January 18, 1999

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	January 25, 2006

Financial Size Category View Definition

Financial Size Category:	X (USD 500 Million to Less than 750 Million)

Colony Insurance Company

AMB #: 003283 NAIC #: 39993 FEIN #: 541423096

Mailing Address
P.O. Box 469011
San Antonio, Texas 78246
United States

View Additional Address Information

Web: www.argogroup.com
Phone: 800-470-7958

AM Best Rating Unit: AMB #: 058448 - Clearbrook Group Holdings Inc.

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, 045059 - Brookfield Wealth Solutions Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 24, 2025
Initial Rating Date:	June 28, 1993

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 24, 2025
Initial Rating Date:	June 29, 2005

Financial Size Category View Definition

Financial Size Category:	XIV (USD 1.50 Billion to Less than 2.00 Billion)

Amendment No. 3 to the Agreement
ITB 24-011
(Re-Bid) Bentwood Wastewater Treatment Facility Upgrades 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 L7 Construction, Inc., (hereinafter referred to as "Contractor").

WHEREAS, On May 14, 2024**,** County and Contractor entered into an Agreement to provide construction upgrades to the Brentwood Wastewater Treatment Facility; and

WHEREAS, On December 10, 2024, County and Contractor amended the Agreement to increase the Scope of Work to include Bid Additives 1, 2, and 3 outlined in Contractor's Bid and further amended the Agreement to add Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements; and

WHEREAS, On June 10, 2025, County and Contractor amended the Agreement, extending the time for substantial completion by April 17, 2026, and final completion to May 17, 2026; and

WHEREAS, On April 15, 2026, in response to Contractor's request for additional time to complete the Work due to additional electrical and fiber-optic work identified by Operations staff as necessary to support the plant's optimal performance, the Department of Water Resources issued an Amended Notice to Proceed, extending the date for substantial completion by June 1, 2026, and final completion by July 1, 2026; and

WHEREAS, County and Contractor desire to ratify the action of the Department of Water Resources in issuing the Amended Notice to Proceed on April 15, 2026, and extend the time for substantial completion by June 1, 2026, and final completion by July 1, 2026; and

WHEREAS, County and Contractor agree to modify the language in Section 23.5 Compliance with Laws, in accordance with Executive Order 14173; and

WHEREAS, County and Contractor agree to modify the language in Section 23.18 Equal Employment Opportunity, in accordance with Executive Order 14173; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County hereby ratifies the actions of the Depart of Water Resources in issuing the Amended Notice to Proceed.

3. Contractor shall reach substantial completion by June 1, 2026, and final completion by July 1, 2026.

4. County and Contractor hereby replace Section 23.5 of the Agreement with the following language:

   23.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws shall include, but not be limited to, Chapter 287, 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, Southwest Florida Water Management District, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, age, national origin, disability, genetic information or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

5. County and Contractor hereby replace Section 23.18 of the Agreement with the following language:

23.18 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, creed, age, national origin, religion, disability or genetic information 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; Title 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises; Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21; 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 statute. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except when preferential consideration of local in-state subcontractors is NOT allowed for grant funded projects.

6. County and Contractor agree that all other terms and conditions of the Agreement and its Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

7. Each person signing this Amendment to 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

IN WITNESS WHEREOF, this Amendment No. 3 to the Agreement is accepted by the parties as of the date noted below.

L7 CONSTRUCTION, INC.

Signature of Witness (1)

MELISSA PUGH
Printed Name of Witness (1)

Brittany Antonelli
Signature of Witness (2)

BY: _____
BRETT LEFEVER, PRESIDENT

Brittany Antonelli
Printed Name of Witness (2)

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of APRIL, 2026, by BRETT LEFEVER as PRESIDENT OF L7 CONSTRUCTION INC who is ☒ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 27th day of APRIL, 2026.

NOTARY PUBLIC Signature
Printed Name: MELISSA PUGH
Commission No.: HH 286357
Expiration Date: 07/12/2026

SEAL

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
DIANA FINEGAN, CHAIRMAN

TRACI PERRY, CLERK

DATE: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

May 21, 2024

Brett Lefever, President
L7Construction, Inc.
275 Hunt Park Cove
Longwood, Florida 32750

REF: Agreement: ITB 24-011 (Re-Bid) Brentwood Wastewater Treatment Facility Upgrades Project

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, May 14, 2024.

Agreement enclosed for your files. Congratulations.

Sincerely,

Leigha Utter

Leigha Utter, Purchasing Assistant
Citrus County Department of Management & Budget

cc: Roger Ingall, Project Manager, Utility Planning and Engineering Division
Ken Cheek, Director, Water Resources Department
Brent Heath, Project Engineer, Stroud Engineering Consultants, Inc.

CONSTRUCTION AGREEMENT

This Agreement is entered into by the parties this 14th day of May, 2024.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

L7 Construction, Inc, (Contractor).

2.0 Designated Contact Person as to County:

Roger Ingall, Project Manager
Department of Water Resources Division
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Phone: 352-527-5802
Fax: 352-527-7644
Email: roger.ingall@citrusbocc.com

3.0 Designated Contact Person as to Contractor:

Brett Lefever, President
L7Construction, Inc.
275 Hunt Park Cove
Longwood, Florida 3275
Phone: 321-972-9325
Fax: 407-732-7812
Email: blefever@L7Constructs.com

4.0 Agent for County:

Brent Heath, Project Engineer
Stroud Engineering Consultants, Inc.
10503 Cyndee Lane
Odessa, Florida, 33556
Phone: 352-642-4412
Email: brent@stroudengineering.com

5.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

6.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Work 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) provision of Florida Department of Environmental Protection Grant No. LP09015 (3) provisions of this Agreement, (4) provisions of the Invitation to Bid, (5) provisions of Contractor's Bid, (6) provisions of the Purchase Order, and (7) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

7.0 Project Design: The Project has been designed by the Agent for County. The County's Agent shall assume all duties and responsibilities and have the rights and authority assigned to them in the Agreement Documents with regards to the plans and specifications, in accordance with the Contract Documents.

8.0 Agreement Documents:

1. Exhibit "A" – Compensation
2. Exhibit "B" – Appendix II to Part 200 Contract Provisions

9.0 Duration of Agreement and Commencement of Work: The term of the Agreement shall begin on the date the Agreement is executed by the County and shall continue until the Work is accepted by the County. Contractors shall commence ordering materials and equipment within ten (10) calendar days after receipt of a Purchase Order and a Notice to Proceed from the County. The Work shall be **Substantial Completion within three hundred and sixty (360) calendar days** after start date set forth in the Notice to Proceed and shall reach **Final Completion within three hundred and ninety (390) calendar days.** Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between Contractor and County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

10.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of Work or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

11.0 Work Provided by Contractor: The Work to be performed by Contractor is summarized in Technical Specifications and Plans attached to the ITB 24-011 Solicitation document. If County identifies any additional Work to be provided by Contractor that is not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

12.0 Compensation to Contractor: Compensation to be paid to Contractor for the Work shall be as per the unit pricing noted in Exhibit "A", attached to this Agreement.

13.0 Payment of Payment Requests:

13.1 Payment Requests: Requests for payment for the Work 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 Work performed, 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 Work has been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Work covered under the payment request does not satisfy this Agreement, the payment request may be rejected.

13.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Work completed to the satisfaction of County.

13.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

13.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

13.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Work being performed for Contractor, 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 perform any Work for County until Contractor has received a purchase order and Notice to Proceed from County. Contractor will be permitted to accept an order to perform Work under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

13.6 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Work. If County makes payment of progress payments to Contractor which is attributable to any Work performed by any of Contractor's suppliers, or Subcontractors, Contractor shall remit payment for such from the progress payments to those suppliers or Subcontractors. All Work 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 the Work which has been completed, even if Contractor remains in possession and control of such Work, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

13.7 Payments to Subcontractors: When Contractor receives from County any payment for Work covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work 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, Work or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

13.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for 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 Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their suppliers and Subcontractors, performing Work on the project, and all other records of Contractor, their suppliers and Subcontractors considered necessary by County for a proper audit of project costs.

13.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

13.10 Final Payment: Once the Work has been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

13.11 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any subcontracted Work or equipment and materials provided by suppliers, Contractor shall remit payment to those Subcontractors and suppliers from the retainage.

13.12 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

14.0 Liquidated Damages: If the Work 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 proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County, **one thousand five hundred dollars ($1,500.00) 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, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Subcontractor occasioned by any of the causes specified in (1) and (2) of this Section.

15.0 Warranties:

15.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

15.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Work against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Work 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 Work, for a period of one (1) year after acceptance of such by County.

15.3 Warranty of Standard Care: In the performance of professional Work, 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 the Work 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 Work performed by Contractor does not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Work. All such re-executed Work shall be performed on a mutually agreed upon schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's

suppliers or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

15.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Work of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

16.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. 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 THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

17.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

17.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

17.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

17.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may

be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

17.4 Workers Compensation and Employer's Liability:

17.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

17.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

17.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

17.5 Cyber Insurance: If any operations to be undertaken by Contractor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion

17.6 Other Insurance Provisions:

17.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

17.6.2 The project's Bid number shall be noted on the certificate. **ITB 24-011**

17.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

17.6.4 Citrus County, Florida, a political subdivision of the State of Florida, and Florida Department of Environmental Protection, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

17.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

17.6.6 For 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.

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

17.6.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

17.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

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

18.0 Indemnification: Contractor shall indemnify save and hold harmless County and Florida Department of Environmental Protection, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

19.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work 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 Work, 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 Work. Contractor shall proceed with the performance of any changes in the Work so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

20.0 Termination of Agreement:

20.1 Termination for Cause: In the event Contractor fails to honor any term of the Agreement or abide by any statutory, regulatory, or licensing requirements, County, or Department of Environmental Protection may terminate the Agreement for cause by first notifying Contractor in writing, specifying the nature of the default. Contractor shall have ten (10) business days to cure such default. If after the ten-day notice, Contractor has not cured the default, termination shall become final. Except for

defaults of its Subcontractors at any tier, Contractor shall not be liable for any excess costs if the failure to perform the Work arises from events completely beyond the control, and without the fault or negligence of Contractor. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County, or Department of Environmental Protection. In the event of termination for cause, County, or Department of Environmental Protection will be responsible for compensating Contractor only for the completed or partially completed Work up to the date of suspension, less any expenses incurred by County, or Department of Environmental Protection as a result of the default. Termination of the service shall not entitle Contractor to any loss of anticipated profit under this provision. The rights and remedies of County, or Department of Environmental Protection in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

20.2 Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon receiving a notice of termination, Contractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Work. In the event of termination, County will be responsible for compensating Contractor only for the completed or partially completed Work up to the date of termination. Termination of the provision of the service shall not entitle Contractor to any loss of anticipated profit under this provision.

20.3 Notice of Termination for Default: County, or Department of Environmental Protection may terminate this contract in whole or in part, for County, or Department of Environmental Protection convenience or because of the failure of Contractor to fulfill the contract obligations. County, or Department of Environmental Protection shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all Work affected (unless the notice directs otherwise), and (2) deliver to County, or Department of Environmental Protection all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of County, or Department of Environmental Protection, Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed Work.

If the termination is for failure of Contractor to fulfill the contract obligations, County, or Department of Environmental Protection may complete the work by contact or otherwise and Contractor shall be liable for any additional cost incurred by County, or Department of Environmental Protection.

20.4 Nothing in this Section shall be construed as limiting the County, or Department of Environmental Protection rights and remedies in the event of termination of this Agreement.

20.5 Agreements for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies. In instances where Contractors violate, or breach contract terms or conditions Contractor's shall be subject to the termination portion of the Agreement noted above.

21.0 Licenses and Certifications: Contractor, or its Subcontractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Work covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

22.0 Payment and Performance Bonds:

22.1 Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

22.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

22.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

22.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

23.0 Additional Terms and Conditions:

23.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

23.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties, or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

23.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the performance of the Work under this Agreement.

23.4 Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of County to cover anticipated cost. Contractor shall not proceed on any additional work to be covered by contingencies until authorized in writing by the County.

23.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Southwest Florida Water Management District and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

23.6 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Work 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 Subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

23.7 Correction of Work: Contractor shall promptly remove from the premises all Work 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 Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Contractor.

23.8 County, State or Federal Funds: If sufficient funding is not available for Contractor to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Work, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

23.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

23.10 Direct Purchase: County may purchase materials, equipment and supplies directly from the Contractor's supplier instead of through Contract, forgoing the payment of sales and use taxes.

23.11 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

23.12 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Work in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

23.13 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation,

or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

23.14 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

23.15 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

23.16 Employees, Subcontractors and Agents: All Contractor employees, Subcontractors, and agents performing any of the Work 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, Subcontractor, 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 Work, 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 Work 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 Subcontractor 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.

23.17 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

23.18 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability, sexual orientation, gender identity, 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 Subcontractor 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 Subcontractor. 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.

23.19 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, 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. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

23.20 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Contractors control, or for any of the foregoing that affect subcontractors or suppliers if not alternate source of supply is available to Contractor.

23.21 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

23.22 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Work offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

23.23 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

23.24 Inspection, Performance, Supervision: County reserves the right to inspect the Work 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 Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work 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 Work 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 Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Work.

23.25 Inspector General: Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

23.26 Lawful Claims and Demands: Should any outstanding claims by Subcontractors or suppliers incurred in the performance of the Work 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 Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

23.27 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, Work, employment, or contracts of any kind.

23.28 Materials, Work, 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 Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

23.29 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 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 Bid on any public contract.

23.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the Work.

23.31 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 Work are to be executed and completed.

23.32 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its Subcontractors, during the performance of the Work. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the performance of the Work 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 Work, including personal injury or death to any Contractor employee, Subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

23.33 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 Work 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.

23.34 Relationship: Contractor is an independent Contractor to County in the provision of the Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

23.35 Risk of Loss: Until the Work has 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 Work shall remain with Contractor.

23.36 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the performance of the Work 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 five (5) years from the date of final payment under the Agreement.

23.37 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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

23.38 Security:

23.38.1 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 Work 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.

23.38.2 Cybersecurity: Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and Work shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates and subcontractors' employees shall have completed level II background checks when required by federal, state or local law. The warranties of this paragraph shall survive the Agreement.

23.38.3 Security of Information: Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

23.38.4 Security Incident Notification and Action: If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

23.39 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

23.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

23.41 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 performance of the Work under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

23.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

23.43 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of Work. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

24.0 Gopher Tortoise Relocation: If necessary, it shall be the Contractors responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, 68A-25.002 and 68A-27.004, F.A.C.

25.0 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements: Contractor and any of Contractor's Subcontractors shall comply with the requirements set forth in the "2 CFR, Part 200," and the Florida Single Audit Act, Florida Statute, Section 215.97.

26.0 Appendix II to Part 200 Contract Provision for Non-Federal Entity Contracts Under Federal Awards: Contractor and any of Contractor's Subcontractors shall comply with the Appendix II to Part 200 contract provision (Excluding Davis Bacon Act Requirements) attached hereto and made a part of hereof as Exhibit "B".

27.0 Grant Agreement: Contractor and any of Contractors subcontractors shall comply with the requirements set forth in the State of Florida Department of Environmental Protection Grant Agreement LP9015 and all associated Amendments.

28.0 Subcontracts: Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable county, state and federal laws and regulations.

29.0 Accessible Electronic Information Technology: Contractor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

30.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

L7 CONSTRUCTION, INC.

Signature of Witness (1)

MELISSA PUGH
Printed Name of Witness (1)

Brittany Antonellis
Signature of Witness (2)

Brittany Antonellis
Printed Name of Witness (2)

BY: _____
BRETT LEFEVER, PRESIDENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12TH day of APRIL, 2024, by BRETT LEFEVER as PRESIDENT OF L7 CONSTRUCTION, INC. who is ☒ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 12th day of APRIL, 2024.

NOTARY PUBLIC Signature
Printed Name: MELISSA PUGH
Commission No.: HH 286357
Expiration Date: 07/12/2026

SEAL

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Official use only

APPROVED

MAY 14 2024

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

for ANGELA VICK, CLERK

BY: _____
HOLLY L. DAVIS, CHAIRMAN

SEAL — BOARD OF COUNTY COMMISSIONERS — CITRUS COUNTY, FL

DATE: 5/14/2024

EXHIBIT "A"

ITB 24-011 COMPENSATION

Item No.	Estimated Quantity	Description	L7 Constuction, Inc. (Longwood, FL)
Brentwood WWTF Upgrades:			
1	LS	Mobilization/Demobilization	$94,700.00
2	LS	Construction Survey, Layout & Record Drawings	$20,000.00
3	LS	Environmental Protection	$5,000.00
4	LS	Performance and Payment Bonds	$100,000.00
5	LS	WWTF Shutdown / Startup	$20,000.00
6	LS	Oxidation Ditch Modifications	$3,580,000.00
7	LS	Blower Station and Carbon Feed System	$1,200,000.00
8	LS	Earthwork, Grading, Gravity Wall	$200,000.00
9	LS	Site Restoration, Sidewalk, Sodding	$140,000.00
10	LS	**Testing Allowance**	**$20,000.00**
11	LS	**Allowance for Gopher Trotoise Burrow Excavation & Relocation**	**$20,000.00**
12	LS	**Contingency Allowance (Allowance for Extra Work Authorized by Owner)**	**$250,000.00**
		TOTAL BASE BID	**$5,649,700.00**

This content is from the eCFR and is authoritative but unofficial.

EXCLUDING DAVIS BACON ACT REQUIREMENTS

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) 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 specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

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3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity 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 of the Act, 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 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.

(F) Rights to Inventions Made Under a Contract or Agreement. 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 that "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) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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

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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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

December 18, 2024

Brett Lefever, President
L7 Construction, Inc.
275 Hunt Park Cove
Longwood, Florida 32750

REF: ITB 24-011 Amendment No. 1; (Re-Bid) Brentwood Wastewater Treatment Facility Upgrades Project

The Board of County Commissioners approved the Amendment No. 1 of the Agreement and authorized the Chairman to execute the Amendment No. 1 on December 10, 2024.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Division
Department of Management & Budget

Cc: Ken Cheek, P.E., Director, Water Resources Department
Cory Dilmore, P.E., Utility Planning & Engineering Division
Roger Ingall, Project Manager, Water Resources Department

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY D.C.
13 Dec. 24

Amendment No. 1 to the Agreement
ITB 24-011
(Re-Bid) Bentwood Wastewater Treatment Facility Upgrades 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 L7 Construction, Inc., (hereinafter referred to as "Contractor").

WHEREAS, On May 14, 2024, County and Contractor entered into an Agreement to provide construction upgrades to the Brentwood Wastewater Treatment Facility; and

WHEREAS, County and Contractor desire to amend the Agreement to increase the Scope of Work to include Bid Additives 1, 2, and 3 outlined in Contractor's Bid, as set forth in Exhibit "A" attached hereto; and

WHEREAS, County and Contractor desire to further amend the Agreement to add Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, as set forth in Exhibit "C" attached hereto; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor amend the Agreement to include Bid Additives 1, 2, and 3 outlined in Contractor's Bid, as set forth in Exhibit "A" attached hereto and made a part hereof.

3. County and Contractor further amend the Agreement to add the terms and conditions set forth in Exhibit "C" attached hereto and made a part hereof.

4. County and Contractor agree that all other terms and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

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IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement is accepted by the parties as of the date noted below.

L7 CONSTRUCTION, INC.

Signature of Witness (1)

JOHN HENDERSON
Printed Name of Witness (1)

BY: _____
BRETT LEFEVER, PRESIDENT

Signature of Witness (2)

MELISSA PUGH
Printed Name of Witness (2)

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2ND day of DECEMBER, 2024 by BRETT LEFEVER as PRESIDENT OF L7 CONSTRUCTION who is ☒ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 2ND day of DECEMBER, 2024

NOTARY PUBLIC Signature
Printed Name: MELISSA PUGH
Commission No.: HH 286357
Expiration Date: 07/12/2026

SEAL

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Official use only

APPROVED

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

BY: _____
Rebecca Bays, CHAIRMAN

DATE: 12/10/2024

(Revised) **EXHIBIT "A"**

COMPENSATION

Item No.	Estimated Quantity	Description	
Brentwood WWTF Upgrades:			
1	LS	Mobilization/Demobilization	$94,700.00
2	LS	Construction Survey, Layout & Record Drawings	$20,000.00
3	LS	Environmental Protection	$5,000.00
4	LS	Performance and Payment Bonds	$100,000.00
5	LS	WWTF Shutdown / Startup	$20,000.00
6	LS	Oxidation Ditch Modifications	$3,580,000.00
7	LS	Blower Station and Carbon Feed System	$1,200,000.00
8	LS	Earthwork, Grading, Gravity Wall	$200,000.00
9	LS	Site Restoration, Sidewalk, Sodding	$140,000.00
10	LS	**Testing Allowance**	**$20,000.00**
11	LS	**Allowance for Gopher Trotoise Burrow Excavation & Relocation**	**$20,000.00**
12	LS	**Contingency Allowance (Allowance for Extra Work Authorized by Owner)**	**$250,000.00**
		TOTAL BASE BID	**$5,649,700.00**

Bid Additives:			
Item No.	Estimated Quantity	Description	
A1	LS	Clarifer Splitter Structure	$740,000.00

Item No.	Estimated Quantity	Description	
A2	LS	RAS Pump Station	$810,000.00

Item No.	Estimated Quantity	Description	
A3	LS	Dewatering Station Structure	$200,000.00

EXHIBIT "C"

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, 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.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
   i. 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 Recipient 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.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient 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 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 Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and 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 subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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 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. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 that "funding agreement," the Non-Federal Entity 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient 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.

B. 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, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. 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, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AMENDMENT TO AGREEMENT

June 16, 2025

Brett Lefever, President
L7 Construction, Inc.
275 Hunt Park Cove
Longwood, Florida 32750

REF: ITB 24-011 Amendment No. 2; (RE-BID) Brentwood Wastewater Treatment Facility Upgrades Project.

The Board of County Commissioners approved the Amendment No. 2 of the Agreement and authorized the Chairman to execute the Amendment No. 2 on June 10, 2025.

The Amendment is enclosed for your files.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management & Budget

cc: Roger Ingall, Project Manager, Utility Planning & Engineering Division
Jeanette Smith, Project Manager, Utility Planning & Engineering Division
Cory Dilmore, P.E., Director, Utility Planning & Engineering Division
Ken Cheek, P.E., Director, Water Resources Department

CERTIFIED TO BE A TRUE COPY
TRACI PERRY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY [signature] D.C.
THIS 13 DAY OF June 2025

Amendment No. 2 to the Agreement
ITB 24-011
(Re-Bid) Bentwood Wastewater Treatment Facility Upgrades 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 L7 Construction, Inc., (hereinafter referred to as "Contractor").

WHEREAS, On May 14, 2024, County and Contractor entered into an Agreement to provide construction upgrades to the Brentwood Wastewater Treatment Facility; and

WHEREAS, On December 10, 2024, County and Contractor amended the Agreement to increase the Scope of Work to include Bid Additives 1, 2, and 3 outlined in Contractor's Bid and further amended the Agreement to add Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements; and

WHEREAS, On May 7, 2025, in response to Contractor's request for additional time to complete the Work due to extensive lead times for material fabrication & delivery, specifically the programable logic controllers (PLC's), remote I/O panels, and the variable frequency drives (VFD's), the Department of Water Resources issued an Amended Notice to Proceed, extending the date for final completion to May 17, 2026; and

WHEREAS, County and Contractor desire to ratify the action of the Department of Water Resources in issuing the Amended Notice to Proceed on May 7, 2025, and extend the time for final completion to May 17, 2026; and

WHEREAS, County and Contractor agree that prior to the time of execution of Amendment No. 2 to the Agreement Contractor shall provide County with a signed Human Trafficking for Nongovernmental Entities form and shall comply with the requirements set forth in Florida Statute Section 787.06; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County hereby ratifies the actions of the Depart of Water Resources in issuing the Amended Notice to Proceed.
3. Contractor shall reach final completion by May 17, 2026.
4. County and Contractor agree that a signed Human Trafficking for Nongovernmental Entities form shall be provided by the Contractor prior to the time of execution of Amendment No. 2 to the Agreement.
5. County and Contractor agree that all other terms and conditions of the Agreement and its prior Amendments are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement is accepted by the parties as of the date noted below.

L7 CONSTRUCTION, INC.

Brittany Antonellis
Signature of Witness (1)

BRITTANY ANTONELLIS
Printed Name of Witness (1)

Signature of Witness (2)

JOHN HENDERSON
Printed Name of Witness (2)

BY: _____
BRETT LEFEVER, PRESIDENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of MAY, 2025, by BRETT LEFEVER as PRESIDENT OF L7 CONSTRUCTION, INC. who is ☒ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 20th day of MAY, 2025.

NOTARY PUBLIC Signature
Printed Name: MELISSA PUGH
Commission No.: HH 286357
Expiration Date: 07/12/2026

SEAL

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Official use only

APPROVED

JUN 10 2025

BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

for TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

BY: _____
REBECCA BAYS, CHAIRMAN

DATE: 6/10/2025

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	PB 24-223 Amendment No. 1; Omnia GA 23-6692-01 Technology Products, Solutions and Related Services; Carahsoft Technology Corp
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

To complete the ePermitHub Digital Plan Room components implementation into the Accela Civic
Platform, including the Accela Citizen Access public portal. Upon completion, customer staff will access integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer's customers can easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer's Accela Citizen Access portal.

On November 7, 2024, the Board awarded PB 24-223 to Carahsoft Technology Corp to have authorized service provider, PermitRocket Software LLC dba ePermitHub, implement the ePermitHub Digital Plan Room components into the Accela Civic Platform for building department plans review.

Staff request to amend the Agreement to implement the planning department and fire department plans review as set forth in the Statement of Work attached as Exhibit 1; and to amend the cost reflected in the Quote attached as Exhibit 2 of $66,241.28.

Currently, the service is provided by Infor (IPS) which is set to expire in November 2026. Accela has already been successfully implemented in the Budilding Department.

The Board is advised that the original Omnia agreement contains terms and conditions referencing DEI and EEO language that are contrary to Executive Order 14173.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3456-53416	Software as a Service	$210,153	$211,204	$100,655	($101,706)

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Carahsoft Technology Corp, to amend the Agreement to implement planning department and fire department plans review for Phase II, as set forth in the Statement of Work as shown in Exhibit 1, at an additional cost of $66,241.28 as shown in Exhibit 2, once the documents are received by staff and reviewed by County Attorney's office, and approve related budget transfer. **(Eric Landon, Growth Management Director)**

ATTACHMENTS:

1. WATERMARK Amendment No. 1 DRAFT
2. COI 4-19-27 with AMBest
3. PB 24-223 Executed Agreement
4. Budget Transfer

Amendment No. 1 to the Agreement
PB 24-223
Omnia GA 23-6692-01 Technology Products, Solutions and Related Services

THIS AMENDMENT is made and entered into by and between Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") and Carahsoft Technology Corp, (hereinafter referred to as "Vendor").

WHEREAS, On November 7, 2024**,** County and Vendor entered into an Agreement to have authorized service provider, PermitRocket Software LLC dba ePermitHub, implement the ePermitHub Digital Plan Room components into the Accela Civic Platform for building department plans review; and

WHEREAS, County and Vendor desire to amend the Agreement to implement planning department and fire department plans review as set forth in the Statement of Work attached hereto as Exhibit 1; and

WHEREAS, County and Vendor agree that the cost for said Work shall be $66,241.28, as reflected in the Quote attached hereto as Exhibit 2; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and Vendor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Vendor amend the Agreement to include the additional Work set forth in the Statement of Work attached hereto and made a part hereof as Exhibit 1.

3. The cost of the additional Work is $66,241.28 as shown in Exhibit 2, attached hereto and made a part thereof.

4. County and Vendor agree that all other terms and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

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DRAFT

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement is accepted by the parties as of the date noted below.

CARAHSOFT TECHNOLOGY CORP.

_____
Signature of Witness (1)

_____
Printed Name of Witness (1)

_____ BY: _____
Signature of Witness (2) CRAIG ABOD, PRESIDENT

_____
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 _____, 2026, by _____ as _____ _____ who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2026.

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:

_____ BY: _____
TRACI PERRY, CLERK DIANA FINEGAN, CHAIRMAN

DATE: _____

DRAFT

EXHIBIT "1"

DRAFT

Statement of Work

Prepared For: Citrus County, Florida

carahsoft.

Statement of Work Regarding the ePermitHub Digital Plan Room Project for Accela Cloud Customers

4/1/2026

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DRAFT

Statement of Work

This Statement of Work ("SOW") dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the "Professional Services") to be provided by Accela, Inc. and Carahsoft Technology Corp ("Carahsoft") for Citrus County, FL ("Customer").

This SOW is issued pursuant to and governed by the terms and conditions of the OMNIA GA Partners Contract #23-6692 ("Agreement").

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Carahsoft ("SOW Effective Date").

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Customer under this SOW and any SaaS products (e.g., Subscription Services) provided under this SOW are not subject to any acceptance.

DRAFT

Project Objective

To complete the ePermitHub Digital Plan Room components implementation into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, Customer staff will access integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer's customers can easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer's Accela Citizen Access portal.

Implementation Services Overview

Phase 1 - Implementation Phase

Phase 1 Deliverables:

1. Project kick-off and initiation
    - Project kick-off presentation
    - Establish a communication and project tracking plan.
    - Receive access to the customer's Accela Civic Platform environments

2. Digital Plan Room Configuration Analysis
    - Define configuration for each Plan Review record type
    - Determine all needed document types
    - Plan document upload configuration
    - Plan Digital Signatures validation configuration
    - Plan Accela workflow integration configuration points
    - Design final approved set cloning business logic
    - Determine Accela to Digital Plan Room role mappings
    - Determine Digital Plan Room disciplines configuration
    - Determine required Approval Stamps

3. Digital Plan Room Configuration
    - Configure Accela Civic Platform standard choices as defined in the previous Deliverable
    - Configure new Accela document types and associated business rules
    - Configure Digital Signature validation
    - Configure Digital Plan Room EMSE library and required scripts
    - Implement custom EMSE scripting as determined during Configuration Analysis
    - Design, create and configure Approval Stamps as determined during Configuration Analysis

DRAFT

Phase 2 - Training, User Acceptance & Go-Live Phase

Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
    - Assist Customer in the UAT effort and validation of system configuration
    - Resolve issues resulting from Customer User Testing
    - Provide recommendation on testing strategy and best practices
    - Agree on UAT completion date and Go-Live date

2. Administrative and technical training
    - Digital Plan Room Administration training
    - Provide Administration Training Documentation

3. End-User Training

- Digital Plan Room End User training
- Provide End User training documentation

4. Agency Customer Enablement
    - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners and the general public submitting plans
    - Produce public-facing User Guide for licensed professionals, contractors, owners, and the general public submitting plans

5. Go-Live Migration & Production Planning
    - Produce Go-Live Project Migration Plan
    - Produce Production Deployment Plan
    - Conduct web-based Agency customer training sessions

6. Post-Go-Live Support
    - Post-Go-Live support provided
    - Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 1: UAT" discovered during Post Go-Live support period
    - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

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Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.

2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.

3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.

4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.

5. Company assumes all the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured by Accela staff and then company will add plan review configuration.

6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.

7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.

8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.

9. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.

10. Company assumes that a historical data conversion into the Digital Plan Room will not be needed, and that manual procedures will be documented to import historical and in-flight records into the Digital Plan Room as necessary.

11. Travel & Expenses:
    a. There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

12. Projects Put On Hold: It is understood that sometimes Customer priorities are revised requiring the Customer to place the Company implementation on hold. The Customer must send a formal written request to the Company to put the project on hold. Delays of two (2) weeks or more that have a tangible impact on the Company's resource plan are subject to change order. If either party puts the project on hold for more than 90 days, the other party reserves the right to terminate the contract or negotiate new terms.

    When a Project is put on hold, at minimum, the Company will need to draft a Change Order to keep some of the Company project manager's time engaged in monitoring progress and in resourcing the project once it comes off hold. Other Change Order items may be needed because of the delay. When a project goes on hold, project resources will be re-deployed, and the Company will need a forty-five (45) calendar day notice to re-staff the project. The Company cannot guarantee a Project Start Date until the Company resources are confirmed.

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Should either party become non-responsive to the other party's communications for a term of 30 calendar days regarding the continuance of the project work, the other party can choose to cancel the remainder of the Statement of Work. If both parties desire to finish the project, a new Statement of Work may be negotiated at the standard rates.

13. Training Execution parameters are as follows:
    a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
    b. In the event of onsite training, Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
    c. In the event of offsite training, Customer ensures all remote class attendees have access to suitable equipment, such as access to internet-connected training computers and monitors, to accommodate various training classes.
    d. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
    e. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
    f. Customer is responsible for printing all training materials developed by the Company for End-User Training.

14. Schedule and delivery are contingent on availability and access to Customer staff resources.

15. Any Professional Services associated with Accela, and other third-party products are not included in this Statement of Work and should be contracted directly through those products or their affiliates. The company will work closely with the Accela Project Manager to align and coordinate on schedule and deliverables per the contract.

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Payment Terms & Delivery Schedule

Accela will perform the Professional Services for a Fixed-Fee price based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Payment will be invoiced upon SOW signing.

Stage Title	Milestone	Acceptance Criteria (See Appendix A for details)
Phase 1.1	Project Kick-Off & Initiation	• Completion of the Project Kickoff Meeting • The company's access to the Customer's environment is set up
Phase 1.2	Digital Plan Room Configuration Analysis	• Completion of To-Be Analysis Sessions
Phase 1.3	Digital Plan Room Configuration	• The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.
Phase 2	User Acceptance Testing (UAT)	• Provide customer with UAT test script template for electronic plan review • Completion of up to two [2] weeks of UAT support by the Company • Completion of up to three [3] weeks UAT by the Customer • Resolution of all Critical and High defects by Company discovered during UAT by Customer
Phase 2	Administrative and Technical Training	• Execution of administrative and technical training courses
Phase 2	End User Training	• Execution of End User Training course to the Customer as described in Appendix A

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Phase 2	Agency Customer Enablement	• Two [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics: o Plan Submittal o File Validation Overview o Response to Customer comments o Plan Re-submittal o • Execution of training for Customer's customers as described above
Phase 2	Production Planning & Go-Live Migration	• Go-Live Migration Plan document finalized • Production Plan document finalized • ePermitHub Digital Plan Room used in the Production environment for daily use
Phase 2	Post Go-Live Support	• Six [6] weeks of Post Go-Live support provided • Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period • Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted
		Total: $60,000.00

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Estimated level of effort is based on (i) the nature and scope of the Services and associated tasks and artifacts, (ii) the expected staffing levels required to perform the scope, (iii) the Project Schedule, (iv) the Company and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW.

The Company's total Service hours and provided estimate are exclusive of taxes and expenses. This estimate is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The Company will not (i) exceed the total estimate amount without the prior approval of Customer and/or (ii) continue to provide Services, after the total estimate has been reached, without the prior authorization of Customer. Should there be changes to the scope, timeline, or resources that increase the hours or costs needed to complete the Project, a Change Order may be required prior to project continuation. Please see Change Order details in the Assumptions section. Deliverable timelines are contingent upon timely compensation.

Expiration

The scope and terms of this SOW must be executed within sixty (60) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

ACCEPTED BY: Citrus County, Florida	
By:	
Name:	Diana Finegan
Title:	Chairman
Date:	

ACCEPTED BY: Carahsoft Technology Corp.	
By:	
Name:	
Title:	
Date:	

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Appendix A: Detailed ePermitHub Digital Plan Room Project Plan

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the customer's business objectives and requirements. In support of the implementation effort as described above, the Company will provide the below-detailed implementation services. For each deliverable, a description and criteria for acceptance are provided.

Success Criteria

The definition of project success is crucial in setting appropriate expectations from the outset of a project. Success is defined for each phase of the project so the team can measure it as it iterates toward the final goal as follows:

- Phase 1: Analysis and configuration is complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go-live support completed

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Phase 1: Implementation Phase

This phase aims to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can use as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks to complete the implementation.

Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation consists of project planning activities, project management, template creation tracking, establishing project issue tracking and communication methodology, and conducting the kickoff meeting.

As part of the initiation, the following tasks will be conducted:

- Establish a communication plan and create a task management dashboard in an acceptable repository.
- Identify team members who will be responsible for deliverable sign-off and document procedures.

- The customer creates an Accela user for Digital Plan Room Communication with Accela software.
- Review and adjust project scope based on additional findings, if necessary
- Conduct a project kickoff meeting to review project objectives, methodology, timeline, roles, and other key project elements.

The Project Kickoff Meeting includes a formal team presentation to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:

- Provide timely and appropriate responses to Customer's reasonable requests for information.
- Coordinate project planning activities.
- Complete Baseline Project Schedule and Project Kickoff Presentation deliverables with input from appropriate Customer Resources

Customer Responsibilities:

- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.
- Providing timely and appropriate responses to the Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in the Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Completion of the Project Kickoff Meeting
- The company's access to the Customer's environment is set up

Acceptance Review Period:

- Seven (7) business days

Phase 1 - Deliverable 2: Digital Plan Room Configuration Analysis

Configuration Analysis encompasses the activities necessary to define the optimal configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to align with the Customer's plan review business processes. During this task, the Company team, with input from the Customer, will identify any details related to plan submittal, review, and approval, and provide appropriate configuration specifications for the following items:

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- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room discipline configuration
- Determine required Approval Stamps

The project dashboard will document and keep track of all the Configuration Analysis tasks and determinations.

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Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system
- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis, and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports, and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

Acceptance Review Period:

- Seven (7) business days

The Company will configure the Digital Plan Room and make any modifications to the Accela Civic Platform configuration based on the requirements and determinations agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

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Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities

- Providing timely and appropriate responses to Company's requests for information
- Making available the appropriate Customer key users and content experts to participate in creating the system to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:

- Configuration documentation provided to Customer
- The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.

Acceptance Review Period:

- Seven (7) business days

Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will evolve into a fully functioning electronic plan review deployment, guided by feedback and input from Customer staff. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. During this phase, the team will simulate as many real-life conditions and project types as possible to understand the capabilities of the designed workflow. Customer staff will record any issues to be assessed and corrected as agreed by both parties. Additionally, training sessions are conducted for administrators and end-users, and any additional training documentation is also provided in this phase.

Phase 2 - Deliverable 1: User Acceptance Testing (UAT)

During UAT, the Company will assist the Customer in testing and validating the configuration and readiness for migration to production. A template test plan that includes general best practices will be provided to the Customer. In cooperation with the Customer, the test plan will be refined to align with the Customer's configuration and business use cases.

After the test plan is completed, the testing effort will commence. This effort will require a significant time commitment from the Customer. The Company will assist the Customer through UAT support and address and resolve issues identified during the UAT process as the Customer's staff carries out the test plan.

Once the entire team reaches a consensus and is confident in the solution, the configuration will be prepared for final migration to production and Go-Live. At this point, a specific Go-live date will be established. UAT will take up to eight [8] weeks, with two [2] to three [3] weeks estimated for UAT script development by the Company, two [2] to three [3] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. A change order is required to add more support if the Company's UAT support exceeds two [2] weeks.

For issues classified as Critical or High defects, a support ticket is opened with the company's engineering team using the company's Service Desk process for review and resolution. All Critical and High defects must be resolved before completing UAT. The following defines Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During dry runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.

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- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered because of UAT activities

Customer Responsibilities:

- Providing timely and appropriate responses to the Company's request for information
- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to three [3] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:

- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to three [3] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 2: Administrative and Technical Training

The Company will provide training to the Customer's staff, focusing on the administrative and technical setup, as well as Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure that they are confident before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff are responsible for selecting qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload

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- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

Company Responsibilities:

- Coordinate with the Customer to define the training schedule and logistics
- Deliver training per the specific requirements listed above

Customer Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Customer facilities to accommodate various training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course
- Ensure that the users install prerequisite software prior to training

Acceptance Criteria:

- Execution of administrative and technical training courses

Acceptance Review Period:

- Seven (7) business days

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Phase 2 - Deliverable 3: End User Training

The Company will undertake all necessary training to operate electronic plan review processes across relevant departments. Training materials and required training sessions will be developed and conducted.

The Company will provide the following onsite or remote training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- One [1] two-hour session for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two [2] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session

It is recommended that each training session be recorded for reference.

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Plan submittal from the customer perspective o Understanding the process, a customer will follow to submit an application and submit plans and supporting documents o Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors o Walkthrough file processing and reviewing the automated sheet numbering.
	• Resubmittal process from the customer perspective o Reviewing & answering issues from a rejected plan set o Completing the resubmittal of plan addressing the answered issues.
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Plan submittal from a staff perspective when done in-house • High-level review of Plan Reviewer activities o Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Accela workflow and the digital plan room o Learn how the digital platform interacts with the Accela workflow
	• Completing a plan review o Navigating the digital plan room o Overview of the viewer and available tools o Creating issues & markup

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	○ Reviewing issues and filtering tools ○ Sheet versioning ○ Comparison tools ○ Stamping • Rejecting plans & requesting revisions • Resubmittals & approving plans • Create print set
	• Overview of Intake Staff usage of the digital plan room ○ Plan submittal from a staff perspective when done in-house
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Overview of customer usage of digital plan room ○ Plan submittals and file validation & processing ○ Reviewing and answering issues contextually from the plan markup

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Company Responsibilities:

- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above

Customer Responsibilities:

- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Ensuring that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of End User Training course to the Customer as described above

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 4: Agency Customer Enablement

In this context, the "Agency" (i.e., County, county, state, etc.) is the Company's customer, and the "Agency Customer" is the Agency's customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved documents of their plans

During Agency Customer Enablement, the Company co-presents webinar-based training with the Customer. The Customer publishes videos to a dedicated Digital Plan Room information page on the Customer's website.

Company Responsibilities:

- Provide three [2] web-based Agency Customer training sessions of one [1.5] hours each covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Agency Correction comments
  - Plan Re-submittal

Customer Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos
- Coordination of the external customer webinar scheduling, registration and launching of the training

Acceptance Criteria:

- Two [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Customer comments
  - Plan Re-submittal
- Execution of training for Customer's customers as described above

Acceptance Review Period:

- Seven (7) business days

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Phase 2 - Deliverable 5: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the pre-installation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer
- Remote support during Go-Live

Customer Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

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Acceptance Criteria:

- Go-Live Migration Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the Tier 1 and Tier 2 support functions covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable consists of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues, "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support to transition support of future issues and questions from the Customer to the Company Customer Support program.

In terms of specific output, the following will be executed for this deliverable:

- 6-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- The transition of support from the Professional Services team to Customer Technical Support for ongoing support

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Company Responsibilities:

- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to the Company's request for information
- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:

- Six [6] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:

- Seven [7] days

Risk and Issue Management

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its deliverables. Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk on the project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process, causing an increase in scope and/or budget.
3. The integration scope is altered and extended, causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the Customer site.
6. Customer staff availability for User Acceptance testing.
7. Customer staff availability for training.
8. Customer organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve project risks, the Company team will:

- Develop and maintain a Risk and Issues Management tracker to maintain collaboration between the Customer project leadership, Accela and Company implementation team.
- Work with the Customer in order to resolve or mitigate risks or issues with the objective of not compromising project deliverables
- Escalate Risks and Issues when necessary to the appropriate Customer team leadership

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Appendix B: Accela Record Types with Plan Reviews in Project Scope

Planning Module

- AA with PUD
- Atlas Amendment
- Comprehensive Plan Amendment
- Conditional Use
- CPA and AA
- CPA and AA with PUD
- Final Plat
- Large Lot Rural Subdivision (LLRS)
- Lot Reconfiguration
- Minor Subdivision
- Plat Vacate
- Planned Unit Development (PUD)
- Street Vacate
- Variance

Fire Module

- Fire Alarm
- Fire Hood Suppression
- Fire Line Underground
- Fire Suppression and Sprinklers

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EXHIBIT "2"
GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO:	Eric Landon Growth Management Director Citrus County BOCC 3600 W Sovereign Path Ste 109 Lecanto, FL 34461 USA	**FROM:**	Jazmine Fitts Carahsoft Technology Corp. 11493 Sunset Hills Road Reston, Virginia 20190
EMAIL:	Eric.Landon@citrusbocc.com	**EMAIL:**	Jazmine.Fitts@carahsoft.com
PHONE:	(352) 527-5226	**PHONE:**	(571) 662-3147

TERMS: OMNIA GA : 23-6692-01
Term: May 1, 2023 - April 30, 2028
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	62634391
QUOTE DATE:	02/09/2026
QUOTE EXPIRES:	05/30/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$66,241.28
TOTAL QUOTE:	$66,241.28

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	SS-56-DPM-000-00-700-R1-1195	ePermitHub Digital Plan Room-Enterprise (1st Renewal)-Annual increase in plans reviews for Planning and Fire Accela Inc - SS-56-DPM-000-00-700-R1 Start Date: 02/15/2026 End Date: 12/19/2026	$6,241.28	COOP	1	$6,241.28
2	CAR001-101-1195	Custom Professional Services. Scoped Milestone. SOW Required. Carahsoft Technology Corporation - CAR001-101	$60,000.00	COOP	1	$60,000.00
		SUBTOTAL:				$66,241.28
		TOTAL PRICE:				**$66,241.28**
		TOTAL QUOTE:				**$66,241.28**

Please reference OMNIA COBB COUNTY GA on PO.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2026

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 & McLennan Agency LLC
1751 Pinnacle Drive, Suite 1800
McLean VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: macertificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	11551
INSURER B : National Union Fire Ins Co PittsburghPA	19445
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Trumbull Insurance Company	27120
INSURER E : Hartford Casualty Insurance Company	29424
INSURER F :	

INSURED CARAHTECHN
Carahsoft Technology Corp.
FedResults, Inc.
11493 Sunset Hills Road
Suite 100
Reston VA 20190

COVERAGES CERTIFICATE NUMBER: 928911681 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	Y	Y	42UUNCA6PVD	4/19/2026	4/19/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	Y	Y	42UENCA6PV2	4/19/2026	4/19/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR	Y		42RHUCA6PUG	4/19/2026	4/19/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Tech Prof & Cyber Liab	Y		CNO30114283500	4/19/2026	4/19/2027	$10,000,000 Limit	$1,000,000 Ded
B	Crime			012177592	4/19/2026	4/19/2027	$5,000,000 Limit	$50,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Name: All Vendors.
- Contract ID's: PB 24-113, PB 22-140, PB 23-095, PB 24-211, PB 24-223, and PB 26-014

Citrus County, Florida is listed as additional insured for General and Automobile Liability as required by written contract, ATIMA. A waiver of subrogation applies in favor of the Certificate Holder under the General Liability and Automobile Liability if required by written contract.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, Suite 266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Endurance Assurance Corporation

AMB #: 012559 NAIC #: 11551 FEIN #: 352293075

Mailing Address
4 Manhattanville Road
Purchase, New York 10577
United States

View Additional Address Information

Web: sompo-intl.com
Phone: 914-468-8000
Fax: 914-997-0331

AM Best Rating Unit: AMB #: 090743 - Sompo Japan Insurance 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, 052641 - Sompo Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 26, 2026
Initial Rating Date:	December 23, 2002

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	March 26, 2026
Initial Rating Date:	November 24, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

National Union Fire Insurance Company of Pittsburgh, Pa.

AMB #: 002351 NAIC #: 19445 FEIN #: 250687550

Mailing Address
1271 Avenue Of The Americas, 37Th Floor
New York, New York 10020-1304
United States

View Additional Address Information

Web: www.aig.com
Phone: 212-770-7000

AM Best Rating Unit: AMB #: 058702 - American International Group, Inc.

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, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 20, 2025
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 20, 2025
Initial Rating Date:	April 06, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Hartford Fire Insurance Company

AMB #: 002231 NAIC #: 19682 FEIN #: 060383750

Mailing Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

View Additional Address Information

Web: www.thehartford.com
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - The Hartford Insurance 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 - The Hartford Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	July 03, 2025
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Trumbull Insurance Company

AMB #: 002610 NAIC #: 27120 FEIN #: 061184984

Mailing Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

View Additional Address Information

Web: www.thehartford.com
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - The Hartford Insurance 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 - The Hartford Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	June 30, 1980

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	July 03, 2025
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Hartford Casualty Insurance Company

AMB #: 002229 NAIC #: 29424 FEIN #: 060294398

Mailing Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

View Additional Address Information

Web: www.thehartford.com
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - The Hartford Insurance 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 - The Hartford Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 03, 2025
Initial Rating Date:	June 30, 1930

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	July 03, 2025
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

November 20, 2024

Jazmine Fitts
Carahsoft Technology Corp
11493 Sunset Hills Rd., Ste 100
Reston, Virginia 20190

REF: Agreement: PB 24-223; OMNIA GA Partners Contract #23-6692; PermitRocket Software LLC dba ePermitHub

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, November 7, 2024.

Agreement enclosed for your files. Congratulations.

Sincerely,

Saleem Mahmood

Saleem Mahmood, Purchasing Division
Citrus County Department of Management & Budget

cc: Eric Landon, Director, Growth Management Department
Gina Eason, Permitting Ombudsman, Growth Management Department

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this 7th day of November, 2024.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (Customer).

and

Carahsoft Technology Corp, (Vendor).

2.0 Designated Contact Person as to Customer:	**3.0 Designated Contact Person as to Vendor**:
Eric Landon, Department of Growth Management, Director 3600 W. Sovereign Path, Ste. 113 Lecanto, Florida, 34461 Phone: 352-527-5226 Mobile 352-527-5317 Email: eric.landon@citrusbocc.com	Jazmine Fitts Carahsoft Technology Corp 11493 Sunset Hills Rd., Ste 100 Reston, Virginia, 20190 Phone: 703-889-9734 Fax: 703-871-8505 Email: Jazmine.Fitts@carahsoft.com

4.0 Notices: All notices between Customer and Vendor, 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 Vendor and Customer (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 and Documents referenced herein, (3) provisions of the Omnia GA 23-6692 (4) 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 – Omnia GA 23-6692 Agreement with Carahsoft
https://www.omniapartners.com/suppliers/carahsoft/public-sector/contract-documents#contract-1844
Exhibit B – PermitRocket Software LLC dba ePermitHub Statement of Work
Exhibit C – ePermitHub Subscription Software & Services Agreement

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date signed by the last party and shall be effective through August 30, 2026, this Agreement may be renewed by execution of an Amendment to the Agreement by County. If Omnia GA renews its Agreement with Vendor, then this Agreement shall automatically renew for the same renewal term. If the Agreement between Vendor and Omnia GA is terminated earlier than the expiration of the renewed Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between Customer and Vendor shall expire on the date that Vendor's agreement with Omnia GA expires, if not terminated earlier.

8.0 Accessible Electronic Information Technology: Vendor will use commercially reasonable efforts to provide electronic and information technology resources in compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

9.0 County, State & Federal Funds: The Customer's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, local, and state agencies.

10.0 E-Verification System Vendor and its subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractor, assigned by Vendor to perform work pursuant to this Contract. Vendor's meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Vendor and its subcontractor shall provide Customer with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Customer is obligated to terminate this Agreement upon a good faith belief that Vendor or its subcontractor has knowingly violated Section 448.095, Florida Statutes.

11.0 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.

12.0 Indemnification: Vendor shall indemnify, save, and hold harmless the Customer and all its officers, agents or employees from all third party 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 Vendor, its subcontractors, agents or employees in performance of Vendor services or accruing, resulting from, or related to third party claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from loss, injuries or damages (i) sustained by any person or property or (ii) in connection with claims of infringement or misappropriation by Vendor or its technologies of any third party intellectual property rights. Neither Parties, 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 negligence of the Customer or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against Customer by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from Customer, resist and defend such lawsuit or proceeding by counsel satisfactory to Customer. 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.

13.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide Customer a certificate(s) of insurance, evidencing such coverage.

13.1 Minimum Insurance Requirements: Vendor 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 Vendor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of Customer, 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 Vendor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as Customer's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under a contract.

13.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

13.3 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.

13.4 Network Security and Privacy Liability Insurance: Network Security and Privacy Liability Insurance Liability must be afforded for network security and privacy liability for not less than $1,000,000 per occurrence, $1,000,000 policy aggregate.

13.5 Other Insurance Provisions:

13.5.1 Vendor shall provide a Certificate of Insurance to Customer 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.

13.5.2 Vendor 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, Vendor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention

13.5.3 All required insurance policies must be maintained until the contract work has been accepted by Customer.

13.5.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Named Insured on General Liability. The coverage shall contain no special limitation on the scope of protection afforded to the Customer, its officials, employees or volunteers.

13.5.5 Vendor's insurance coverage shall be primary insurance as respects Customer, its officials, employees and volunteers. Any insurance or self-insurance maintained by Customer, its officials, employees or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

13.5.6 For all policies of insurance: Vendor and its insurance carrier waive all subrogation rights against Customer 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 Customer 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.

13.5.7 The Certificate Holder should read as follows: "Citrus County, Florida", 3600 W. Sovereign Path, Lecanto, FL 34461.

13.5.8 It is Vendor's responsibility to ensure that all subcontractors comply with these insurance requirements. Vendor 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.

13.5.9 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.

13.5.10 All Certificates must show that the Vendor's policies have been endorsed per the requirements.

14.0 Public Records: Vendor will keep and maintain public records required by the Customer to perform the service. Upon request from the Customer's custodian of public records, Vendor will provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Vendor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the Customer. Upon completion of the Agreement, Vendor will transfer, at no cost, to the Customer all public records in possession of the Vendor or keep and maintain public records required by Customer to perform the service. If Vendor transfers all public records to Customer upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology system of the Customer. If Vendor does not comply with the Customer's request for public records, the Customer shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527- 5235 EMAIL: RMLO@CITRUSBOCC.COM

15.0 Security:

15.1 Confidentiality: Vendor will use commercially reasonable efforts to comply fully with all applicable security procedures of Customer in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Work without the written consent of Customer. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on Customer's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

15.2 Cybersecurity: Vendor shall take commercially reasonable measures to protect and secure electronic data. Vendor's products and Work shall comply with the applicable standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act and state regulations, statutes, rules and requirements applicable to any data in Vendor's or its affiliates or subcontractor's control. Vendor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state or local law. The warranties of this paragraph shall survive the Agreement. Notwithstanding anything to the contrary, the parties acknowledge and agree that where applicable for Vendor's business and technologies, StateRAMP P-ATO, SSAE18 SOC2 TYPE II, HIPAA HITECH, PCI-DSS v4, and CCPA audit reports and attestations of compliance (as only audited and attested to by qualified third parties) allow Vendor to fully adhere to all security requirements under this Agreement, where summaries of such audit reports and attestations of compliance can be provided under Vendor NDA to Customer.

15.3 Security of Information: Vendor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Vendor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Vendor agrees to maintain reasonable network security that, at

a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement. Vendor software and services are not intended for use in processing PII, PCI, PHI or other similar protected data; accordingly, this Section 15.3 does not apply. To the extent Vendor does process such data at some future date, Vendor will promptly implement procedures to comply with this Section 15.3

15.4 Security Incident Notification and Action: If Vendor confirms that Customer's Customer Data has been accessed by a third-party that is not allowed under this Agreement and that such access was solely caused by Vendor and the Subscription Services "Cybersecurity Event" or "Security Incident" or "Cybersecurity Incident"), Vendor must: notify Customer, in writing, within twenty-four (24) hours of becoming aware of any confirmed Cybersecurity Incident; investigate such Cybersecurity Incident; conduct an analysis of the cause of such Cybersecurity Incident; and provide Customer with periodic updates of any ongoing investigation. Vendor shall implement an appropriate plan to remediate the cause of such Cybersecurity Incident and mitigate such Cybersecurity Incident. Vendor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Vendor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

16.0 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

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

CARAHSOFT TECHNOLOGY CORP

BY: _____
CRAIG ABOD, PRESIDENT

STATE OF Virginia
COUNTY OF Loudoun

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 12 day of November, 2024, by Craig P. Abod as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 12 day of November, 2024.

NOTARY PUBLIC SIGNATURE

Printed Name: Anna Karina R. Woods

Commission No.: 7507870

Expiration Date: Nov. 30, 2027

ANNA KARINA R. WOODS NOTARY PUBLIC REG #7507870 MY COMMISSION EXPIRES 11/30/2028 COMMONWEALTH OF VIRGINIA

Official use only

APPROVED

NOV - 7 2024

BOARD OF COUNTY COMMISSIONERS

ATTEST:

for CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
CHAIRMAN

DATE: 11/7/2024

Exhibit A

Omnia GA 23-6692 Agreement with Carahsoft

https://www.omniapartners.com/suppliers/carahsoft/public-sector/contract-documents#contract-1844

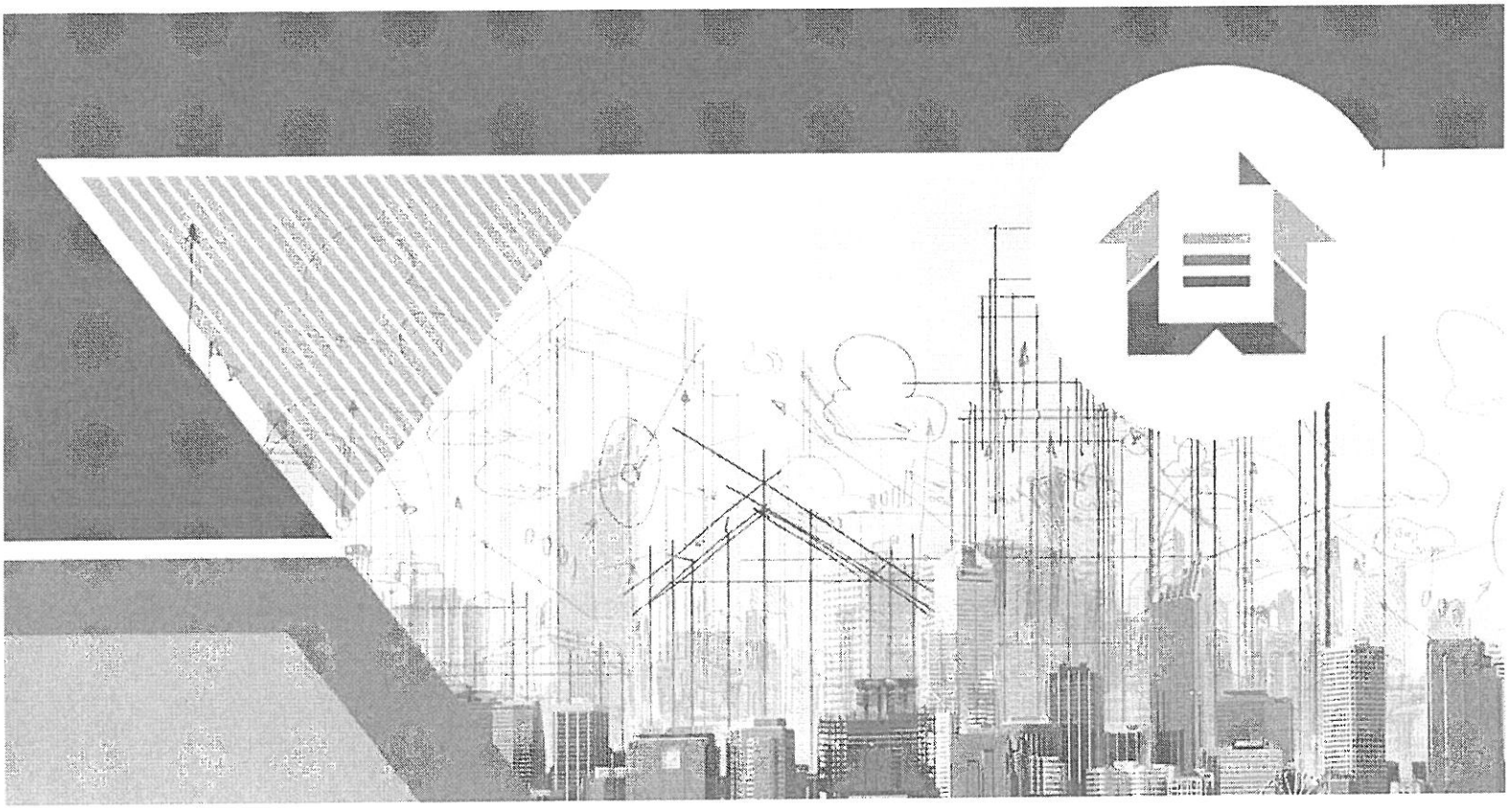

EXHIBIT "B"

Statement of Work

Prepared For: Citrus County, Florida

Statement of Work Regarding the ePermitHub Digital Plan Room Project for Accela SaaS Customers

10/30/2024

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Statement of Work

PermitRocket Software LLC ("Company" - dba "ePermitHub") shall perform the Services described below for Citrus County, Florida ("the Customer") to implement the ePermitHub Digital Plan Room components into the Accela Civic Platform. This Statement of Work ("SOW") defines the Services to be provided by the Company.

Implementation Services Overview

The items listed under Phases 1/3 and 2/4 sections below represent the typical Digital Plan Room implementation activities that may be necessary for the multi-phased rollout of the Digital Plan Room for the Customer.

Implementation Phase

Implementation Phase Activities:

1. Project kick-off and initiation
    - Establish a communication and project tracking plan.
    - Deliver the Project kick-off presentation and meeting.
2. Digital Plan Room Cloud Provisioning
    - Verify that all Accela Civic Platform prerequisites are in place.
    - Cloud Provisioning of the Digital Plan Room components into Customer's nonprod1 environment
    - Cloud Provisioning of the Digital Plan Room database
    - Discuss nonprod2 and PROD environments.
3. Digital Plan Room Configuration Analysis
    - Define the configuration for each record type to be enabled in the plan room.
    - Gather all document types needed for upload and mapping to the plan room.
    - Gather Digital Signature validation requirements.
    - Gather review package checklist requirements.
    - Plan Accela workflow integration configuration points.
    - Design final approved documentation business logic.
    - Determine Accela user group to Digital Plan Room role mappings.
    - Determine Digital Plan Room disciplines to workflow task configuration.
    - Gather stamp and watermark requirements.
4. Digital Plan Room Configuration
    - Configure Accela Civic Platform standard choices as defined during Configuration Analysis.
    - Configure Digital Plan Room business rules utilizing the DPR Accela SDK.

- Implement custom EMSE scripting as determined during Configuration Analysis.
- Develop stamps and watermarks as determined during Configuration Analysis.

Training, User Acceptance, Conversion & Go-Live Phase

Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
   - Assist Customer in the UAT effort and validation of system configuration.
   - Resolve issues resulting from Customer User Testing.
   - Provide recommendations on testing strategy and best practices.
   - Agree on the UAT completion date and Go-Live date.
2. Administrative and technical training
   - Digital Plan Room Administration training.
   - Provide Administration Training Documentation.
3. Staff Training
   - Digital Plan Room End User training.
   - Provide End User training documentation.
4. Agency Customer Enablement
   - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners, and the public submitting plans.
   - Produce public-facing User Guide for licensed professionals, contractors, owners, and the public submitting plans.
   - Conduct web-based Agency customer training sessions.
5. Go-Live Migration & Production Planning
   - Produce Go-Live Project Migration Plan
   - Produce Production Deployment Plan
6. Post-Go-Live Support
   - Post-Go-Live support provided.
   - Resolution of all Critical and High defects as defined above in UAT discovered during Post Go-Live support period.
   - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted.

Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.
2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.
3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.
4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.
5. Company assumes all the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured by Accela staff and then Company will add plan review configuration.
6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.
7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.
8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.
9. Company assumes the Customer's Accela Configuration Environment and Production Environments are in sync.
10. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.
11. Travel & Expenses:
    a. Actual amounts of any reasonable and customary travel-related expenses incurred during the performance of services under this SOW will be billed to the Customer in line with the Customer's Travel & Expense policy.
    b. The Company will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, toll charges). Any requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes.
    c. The Company will work with the Customer to manage and control its expenses and will not incur expenses in excess of the initial contracted budget below without the Customer's prior written consent.
    d. Expense receipts will be made available as requested by the Customer.
    e. Unless otherwise indicated, assumption is all implementation services will be conducted remotely, except UAT and Training.

f. The Company estimates no more than 2 onsite "Trip Units" required for the project. A Trip Unit is defined as one round trip for a single Company Professional Services resource (i.e., Consulting Engineer, Trainer, Project Manager, etc.) spending 2-3 business days at the Customer's site.
g. The average cost for a Trip Unit is estimated at $2,500 each unit. A given trip might require more than one Trip Unit.
h. Should the Customer desire additional onsite trips, a Change Order is required prior to travel commencing to cover the cost of those additional trips. See Payment Terms & Delivery Schedule below for additional detail.

12. Projects Put on Hold: It is understood that sometimes Customer priorities are revised requiring the Customer to place the ePermitHub Digital Plan Room implementation on hold. The Customer must send a formal written request to the Company to put the project on hold. A project can be on hold for up to 60 days without invoking the termination clause (see Services Agreement). After that time, The Company can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.
13. Training Execution parameters are as follows:
    a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
    b. In the event of onsite training, Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
    c. In the event of onsite Training, classes are capped at fifteen (15) participants.
    d. In the event of offsite training, Customer ensures all remote class attendees have access to suitable equipment, such as access to internet-connected training computers and monitors, to accommodate various training classes.
    e. Company provides training resources in digital format developed by the Company for Customer staff being trained.
    f. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
    g. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
    h. Ensure customers have completed initial Accela training and has basic understanding of Accela Civic Platform.
14. Schedule and delivery are contingent on availability and access to Customer staff resources.

Payment Terms & Delivery Schedule

Total compensation for the above-defined Implementation Services is not to exceed the Project Total specified in the Project Total Summary table below all exclusive, and will be paid according to the Phase Payment Schedules listed in the Carahsoft Quote #42215709:

Project Task	Hours
Project Kickoff and Initiation	12
Digital Plan Room Cloud Provisioning	32
Digital Plan Room Analysis	60
Digital Plan Room Configuration	100
User Acceptance Testing	40
Admin & Technical Training	12
End User Training	20
Agency Customer Enablement	24
Go-Live Planning and Execution	20
Post Go-Live Support	64
Total	**384**

Travel & Expense Estimate	
Project Kick-Off Trip Units	0
UAT Trip Units	1
Training Trip Units	1
Go-Live Support Trip Units	0

Per Trip Unit Estimate	$2,500.00
Total Travel & Expense Estimate	$5,000.00

Estimated level of effort is based on (i) the nature and scope of the Services and associated tasks and artifacts, (ii) the expected staffing levels required to perform the scope, (iii) the Project Schedule, (iv) the Company and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW.

The Company's total Service hours and provided estimate are exclusive of taxes and expenses. This estimate is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The Company will not (i) exceed the total estimate amount without the prior approval of Customer and/or (ii) continue to provide Services, after the total estimate has been reached, without the prior authorization of Customer. Should there be changes to the scope, timeline, or resources that increase the hours or costs needed to complete the Project, a Change Order may be required prior to project continuation. Please see Change Order Details in the Assumptions section. Customer 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 Customer, for services completed to the satisfaction of Customer.

Appendix A: ePermitHub Digital Plan Room Project Plan Details

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the customer's business objectives and requirements. In support of the implementation effort described above, the Company will provide the below-detailed implementation services. For each deliverable, a description and criteria for acceptance are provided.

Implementation Phase

This phase aims to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can use as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks to complete the implementation.

Deliverable 1: Project Kick-Off and Initiation

Project initiation consists of project planning activities, project management, project template creation tracking, establishing project issue tracking and communication methodology, and conducting the kickoff meeting.

As part of the initiation, the following tasks will be conducted:

- Establish a communication plan and create a task management dashboard in an acceptable repository.
- Identify team members who will be responsible for deliverable sign-off and document procedures.
- The customer creates an Accela user for Digital Plan Room Communication with Accela software.
- Review and adjust project scope based on additional findings, if necessary
- Conduct a project kickoff meeting to review project objectives, methodology, timeline, roles, and other key elements.

The Project Kickoff Meeting includes a formal team presentation to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:

- Provide timely and appropriate responses to Customer's reasonable requests for information.
- Coordinate project planning activities.
- Complete Baseline Project Schedule and Project Kickoff Presentation deliverables with input from appropriate Customer Resources

Customer Responsibilities:

- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.
- Providing timely and appropriate responses to the Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in the Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Completion of the Project Kickoff Meeting
- The company's access to the Customer's environment is set up

Acceptance Review Period:

- Seven (7) business days

Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the Company team will review the Digital Plan Room cloud provisioning requirements with the Customer's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the Customer's SUPP environment, the Digital Plan Room software components will be provisioned by the Company and verified to work properly. Documentation on the software setup architecture specific to the Customer will be provided to the Customer's technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's requests for information.
- Consulting with Customer resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- Company will provision up to two [2] sandbox environments

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information
- Providing Company with Admin contact information to setup Customer's Admin account

Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] sandbox environments created

Acceptance Review Period:

- Seven (7) business days

Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis comprises the activities required to define the appropriate configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to reflect the Customer's plan review business processes. During this task, the Company team, with input from the Customer, will identify any details as it pertains to plan submittal, review, and approval and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room discipline configuration
- Determine required Approval Stamps

The project dashboard will document and keep track of all the Configuration Analysis tasks and determinations.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system

- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis, and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports, and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

Acceptance Review Period:

- Seven (7) business days

Deliverable 4: Digital Plan Room Configuration

The Company will configure the Digital Plan Room and make any modification to the Accela Civic Platform configuration by the requirements and determinations made and agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities

- Providing timely and appropriate responses to Company's requests for information
- Making available the appropriate Customer key users and content experts to participate in creating the system to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:

- Configuration documentation provided to Customer
- The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.

Acceptance Review Period:

- Seven (7) business days

Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will grow into a fully functioning electronic plan review deployment guided by Customer staff feedback and input. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. In this phase, the team will simulate as many real-life conditions and project types as possible to learn and understand the capabilities of the workflow as designed. Issues are recorded by Customer staff to assess and correct as agreed to by both parties. Additionally, training

sessions are conducted for administrators and end-users, and any additional training documentation is also provided in this phase.

Deliverable 1: User Acceptance Testing (UAT)

During UAT, the Company will assist the Customer in testing and validating the configuration and readiness to be migrated to production. A template test plan that includes generic best practices will be provided to the Customer. In collaboration with the Customer, the test plan will be refined to reflect the Customer's configuration and business use cases.

After completion of the test plan, the testing effort will begin. The testing effort will require a significant time investment by the Customer. The Company will aid the Customer through UAT support and address and rectify issues discovered during the UAT process as the Customer staff executes the test plan.

Once the entire team has reached a consensus and there is enough confidence in the solution, the entire configuration will be ready to start final preparations for migration to production and Go-Live. At this point, a precise Go-live date will be determined.

UAT will take up to eight [8] weeks, with two [2] to three [3] weeks estimated for UAT script development by the Company, two [2] to three [3] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. A change order is required to add more support if the Company's UAT support exceeds two [2] weeks.

For issues deemed product Critical or High defects a support ticket is opened with the Company engineering team using the Company's Service Desk process for review and resolution. All Critical and High defects shall be resolved before the completion of UAT. The following describes the definition of Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During dry runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use

- Resolving all Critical and High defects discovered because of UAT activities

Customer Responsibilities:

- Providing timely and appropriate responses to the Company's request for information
- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to three [3] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:

- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to three [3] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:

- Seven (7) business days

Deliverable 2: Historical Plan Review Conversion

The Company will migrate historical documents from the Customer's legacy electronic plan review solution for in-flight and historically approved projects following the standard Accela historical document conversion into the Accela Civic Platform. Textual plan review comments may also be migrated from the Customer's legacy electronic plan review system.

Company Responsibilities:

- Extract documents in scope from the Customer's legacy electronic plan review platform.
- Coordinate with Accela to their migration of extracted documents into the Accela Civic Platform.
- Collaborate with the Customer on data mapping requirements such as identifying the current cycle of documents, document type translation, and current status of in-flight plan reviews.
- Develop the data migration scripts based on Customer requirements.
- Execute mock runs of data migration for customer review.
- Perform the final data migration according to the go-live schedule.

Customer Responsibilities:

- Actively participate in defining the scope of plan reviews to be migrated.
- Provide access to legacy ProjectDox system and database to determine appropriate migration data schema.
- Actively participate in the data mapping activities such as identifying the scope of each project, document type mapping, current status for in-flight plan reviews, and status of textual plan review comments.
- Review and provide feedback on mock data conversion runs.
- Support and validate final plan review data migration.

Acceptance Criteria:

- Completion of the historical plan review conversion

Acceptance Review Period:

- Seven (7) business days

Deliverable 3: Administrative and Technical Training

The Company will provide training to Customer staff focusing on the administrative and technical setup and the Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure the staff is self-sufficient before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff is responsible for selecting qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

The Company will provide Customer staff with appropriate documentation for the topics covered in the training session.

Company Responsibilities:

- Coordinate with the Customer to define training schedule and logistics

- Deliver training per the specific requirements listed above

Customer Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Customer facilities to accommodate various training classes.
- Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
- Ensure that the users install prerequisite software prior to training.

Acceptance Criteria:

- Execution of administrative and technical training courses

Acceptance Review Period:

- Seven (7) business days

Deliverable 4: End User Training

The Company will complete all the necessary training to run electronic plan review operations across applicable departments. Training materials and required training sessions will be created and conducted.

The Company will provide the following onsite or remote training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- One [1] two-hour session for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two [1] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session

It is recommended that each training session be recorded for reference.

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Plan submittal from the customer perspective o Understanding the process, a customer will follow to submit an application and submit plans and supporting documents o Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors o Walkthrough file processing and reviewing the automated sheet numbering.
	• Resubmittal process from the customer perspective o Reviewing & answering issues from a rejected plan set o Completing the resubmittal of plan addressing the answered issues.
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Plan submittal from a staff perspective when done in-house • High-level review of Plan Reviewer activities o Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Accela workflow and the digital plan room o Learn how the digital platform interacts with the Accela workflow
	• Completing a plan review o Navigating the digital plan room o Overview of the viewer and available tools o Creating issues & markup o Reviewing issues and filtering tools

	○ Sheet versioning ○ Comparison tools ○ Stamping • Rejecting plans & requesting revisions • Resubmittals & approving plans • Create print set
	• Overview of Intake Staff usage of the digital plan room ○ Plan submittal from a staff perspective when done in-house
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Overview of customer usage of digital plan room ○ Plan submittals and file validation & processing ○ Reviewing and answering issues contextually from the plan markup

Company Responsibilities:

- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above
- Providing training material in a format easily modifiable by the Customer

Customer Responsibilities:

- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Providing printed training resources developed by Company for Customer staff
- Ensuring that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of End User Training course to the Customer as described above

Acceptance Review Period:

- Seven (7) business days

Deliverable 5: Agency Customer Enablement

In this context, the "Agency" (i.e., city, county, state, etc.) is the Company's customer, and the "Agency Customer" is the Agency's customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved job copies of their plans

During Agency Customer Enablement, Company provides web-based training sessions, produces contextually relevant public-facing web-based training videos, and produces a User Guide for Agency's customers on how to use the ePermitHub Digital Plan Room embedded in Accela Civic Access. Customer publishes videos and User Guide to a dedicated Digital Plan Room information page at Customer's website.

Company Responsibilities:

- Provide three [2] web-based Agency Customer training sessions of one [1.5] hours each covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Agency Correction comments
  - Plan Re-submittal
- Produce the following five (5) public-facing videos:
  - Uploading Plans & Supporting Documents
  - Finalizing & Submitting Review Packages
  - Accessing Review Issues & Conditions
  - Submitting Revised Plans
  - Downloading Approved Plans
- Produce User Guide in editable format

Customer Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos and User Guide

- Adding Customer branding at the beginning and end of each video
- Adding Customer branding to User Guide
- Adding Digital Plan Room videos and User Guide to Customer's Digital Plan Room information web page
- Coordination of the external customer webinar scheduling, registration and launching of the training

Acceptance Criteria:

- Three [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Customer comments
  - Plan Re-submittal
- Following five videos are produced by Company & delivered to Customer:
  - Uploading Plans & Supporting Documents
  - Finalizing & Submitting Review Packages
  - Accessing Review Issues & Conditions
  - Submitting Revised Plans
  - Downloading Approved Plans
- User Guide produced & delivered to Customer in editable format
- Execution of training for Customer's customers as described above

Acceptance Review Period:

- Seven (7) business days

Deliverable 6: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the Preinstallation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document

- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer
- Onsite support during Go-Live

Customer Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Go-Live Migration Plan document finalized
- Production Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

- Seven (7) business days

Deliverable 7: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the Tier 1 and Tier 2 support functions covering Medium and Low defects as defined above in UAT. This deliverable consists of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues, UAT , and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support to transition support of future issues and questions from the Customer to the Company Customer Support program.

In terms of specific output, the following will be executed for this deliverable:

- 6-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in UAT
- The transition of support from the Professional Services team to Customer Technical Support for ongoing support

Company Responsibilities:

- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:

- Provide technical and functional user support for post-production support and monitoring.
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to the Company's request for information
- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:

- Six [6] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in UAT discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:

- Seven [7] days

Appendix B: Accela Record Types with Plan Reviews in Project Scope

Addition

New SFD

Accessory

Amendment

Aluminum

Pool

MHModular

Foundation

Demolition

Marine

Commercial

Fire

Sign

Tower

EXHIBIT "C"

ePermitHub Subscription Software & Services Agreement

This Subscription Software & Services Agreement (this "***Agreement***") is issued under the OMNIA GA Partners Contract #23-6692 ("***Omnia Contract***") and effective as of the date of last signature below ("***Effective Date***"). This Agreement is entered into by and between PermitRocket Software LLC dba ePermitHub ("***Company***") and the undersigned counterparty ("***Customer***"). This Agreement includes and incorporates the terms and conditions below, the Schedules attached hereto, any Company terms that are expressly referenced herein or that reference this Agreement, and all Quotes and/or Statements of Work issued by Company hereunder. Company and Customer are each referred to herein as a "***Party***" and collectively as the "***Parties***".

The parties acknowledge and agree that Carahsoft ("***Reseller***") acts on Company's behalf as its reseller; accordingly, in respect of payment terms, Reseller will replace references to Company and/or Customer, as necessary within the context of the purchase and sale through Reseller. Reseller does not in any way act as Company's agent in respect of the subject matter of this Agreement

Unless Company is notified in advance and affirms such provisions, no terms contained in a purchase order or other communication by or between Reseller or Customer will in any way modify this Agreement, any such terms being expressly disclaimed by Company.

The Parties have caused this Agreement to become effective as of the signing of the Services Agreement entered into by and between Citrus County, Florida and Carahsoft (the "***Services Agreement***") as of the date of its final execution. This Agreement will be appended to or have appended to it the Services Agreement, which contains additional terms binding on the Parties.

ATTACHMENTS

Schedule 1 - ePermitHub Support Terms
Schedule 2 - Customer Terms
Schedule 3 - ePermitHub Statement of Work

TERMS & CONDITIONS

1. Services.

1.1. Subscription Services. Subject to the terms and conditions of this Agreement, Company will make its software-as-service technologies, together with related Software and documentation (collectively "***Subscription Services***") available to Customer and will provide technical support ("***Support***") for the Subscription Services as set out in Schedule 1 (Support Terms). "***Software***" means Company's proprietary software that may be cloud-hosted by Company or used by Customer "on premise". "***Services***", means the Subscription Services together with Support and any Professional Services (as defined below).

1.2. Hosting. The Subscription Services (including Software, as applicable) will be hosted by Company at a physically secure, commercial third-party hosting facility. Company will be responsible for maintaining standards at such facility and for implementing suitable network security measures to minimize the likelihood of unanticipated interruptions to the Subscription Services. With respect to any Software that is provided to Customer for use "on premise": (a) Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use such Software during the Term only in connection with Customer's use of the Subscription Services; (b) Customer may download the Software onto its systems or devices; and (c) Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Software and Subscription Services, including modems, hardware, servers, software, operating systems, networking, and web servers.

1.3. Professional Services. . Company may provide certain implementation and deployment, consulting, and/or other professional services ("***Professional Services***") in connection with the Subscription Services. Professional Services may be detailed in one or more statements issued to Customer (each a "***Statement of Work***") and/or governed by other terms and conditions agreed by Company in writing that reference this Agreement. Unless otherwise specified, Professional Services will be performed within Company's standard business hours of Monday-Friday, 8AM to 8PM Easter Time ("***Business Hours***").

2. Limitations; Customer Obligations.

2.1. User Accounts. Customer will designate at least one individual user to act as an "administrator" for Customer's account. The administrator will be responsible for creating unique usernames and passwords for Customer's end users ("***Users***"). Subject to Customer's compliance with this Agreement, Customer may designate an unlimited number of Users. Customer will be responsible for maintaining the security of User accounts (including usernames, passwords and administrator details) and any other content, systems, technologies or equipment that Customer uses in connection with the Services. Customer releases Company from any

liability relating to Customer's obligations under this Section, including any unauthorized access to or use of the Subscription Services or any access to or use of Customer's content, systems, technologies or equipment resulting therefrom.

2.2. Prohibited Use. Customer will not and will ensure that its User do not, directly or indirectly, (i) modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, create derive works from, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, processes or algorithms relevant to the Software or Services or remove any proprietary notices or labels affixed on or delivered with the Software or Services. Although Company has no obligation to monitor Customer's use of the Software or Services, Company may do so and may prohibit any use of the Software or Services it believes are or may be in violation of this Agreement, with notice to Company that includes a description of the actual or suspected violation.

2.3. Customer Commitments. Customer represents and warrants that Customer and its Users will use the Software and Services, including any Customer Data associated with such use, only as permitted by this Agreement and in compliance with all applicable laws and regulations. If Customer becomes aware of any threats to the confidentiality or security of the Software or Services that is or is likely to be caused by Customer, its Users or the systems, technologies or software used by them, Customer will promptly notify Company. As used herein, "***Customer Data***" means all non-public data, information, materials and content provided by Customer to Company or used by Customer in connection with the Services, excluding Usage Data (as defined below).

2.4. Reserved Rights. As between the parties, (a) Customer owns and retains all right, title and interest in and to the Customer Data; and (b) Company owns and retains all right, title and interest in and to (i) the Software and Services, and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with Professional Services or Support, and (iii) all intellectual property rights related to any of the foregoing. No rights or licenses are granted by either Party except as expressly set forth in this Agreement.

3. Confidentiality.

3.1. General. The parties agree to hold each other's Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, other than for the legitimate purposes of this Agreement, and not to disclose it to others. For purposes of this Agreement, "***Confidential Information***" means and will include any information, materials or knowledge that is disclosed by one party or its Affiliates ("***Discloser***") to the other party or its Affiliates ("***Recipient***") during the relationship contemplated by this Agreement and concerns Discloser and its business, including business plans, roadmaps, financial condition, products, programming techniques, suppliers, technology or research and development. Recipient agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information and not using or disclosing the Confidential Information to any third party (except as necessary to perform the Services or where required by law or court order). All Confidential Information, if any, is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

3.2. Exceptions. Confidential Information will not include any information that: (a) is or becomes publicly known through no fault of Recipient; (b) was rightfully in Recipient's possession at the time of disclosure, without restriction as to use or disclosure; (c) has been rightfully received by Recipient from a third party without restriction as to use or disclosure; or (d) was developed by employees or agents of Recipient independently of and without access or reference to any information communicated to Recipient by Discloser. The Disclosing Party agrees that these obligations of confidentiality will cease to apply to any information after five (5) years following the Disclosing Party's first disclosure thereof (excluding in respect of any trade secrets of Company, which will remain Company's Confidential Information in perpetuity).

3.3. Usage Data. Notwithstanding anything to the contrary in this Agreement or otherwise, Company may collect and analyze Usage Data and will be free, during and after the Term, to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Usage Data pertaining to Customer in aggregate or other de-identified forms in connection with Company's business. As used herein, "***Usage Data***" means data and other information, including derivatives thereof, relating to the provision, use and performance of the Services.

4. Fees; Payment.

4.1. Fees. Customer will pay Company (or its Reseller, as applicable) the then-applicable per unit costs and other Service fees (collectively, "***Fees***") as described in one or more quotes issued by Company (or its Reseller). Company reserves the right to change the Subscription Services Fees at the end of the then-current Subscription Period and/or to institute new charges upon thirty (30) days prior notice (email being sufficient) to Customer (or Reseller, as applicable). Any Subscription Services price increase will be effective at the start of the Subscription Period immediately following Company's notice. If Customer (or Reseller) is exempt from

any taxes, Customer (or Reseller) will provide Company an appropriate certificate of exemption; otherwise, Customer (or Reseller) is responsible for all taxes associated with use of the Services (other than U.S. taxes based on Company's net income).

4.2. Late Payments; Fee Disputes. If amounts owed to Company in respect of Customer's use of the Services are thirty (30) or more days overdue, without limiting its other rights and remedies, Company may suspend the Subscription Services and stop performance of the Professional Services until such amounts are paid in full. If Customer (or Reseller, as applicable) reasonably believes it has been billed incorrectly, Customer (or Reseller, as applicable) must submit a dispute to Company no later than sixty (60) days after the issuance date of the affected invoice. The parties will work promptly to resolve fee disputes in good faith, and Company will adjust or issue credits for any disputes resolved in Customer's (or Reseller's, as applicable) favor.

5. Term and Termination.

5.1. Term. This Agreement is effective as of the Effective Date and will continue in effect until terminated in accordance with this Section (the "***Term***"). In respect of the Subscription Services, a quote issued to Customer by Company or Reseller, as applicable (each a "***Quote***") will indicate a period for which Customer is permitted to use the Subscription Services (a "***Subscription Period***"). Where agreed by Customer, at the end of Customer's first Subscription Period and each subsequent Subscription Period thereafter, Customer's commitment to purchase Subscription Services may be renewed (each, a "***Renewal***") by the issuance of a subsequent Quote, which will be ratified by an amendment to this Agreement, that is mutually accepted by Customer and Company. A Renewal may be cancelled by one Party notifying the other Party of its intent to not renew no less than sixty (60) days prior to the Renewal. In respect of any Professional Services, Company will commence work on the date listed in the applicable Quote or Statement of Work and continue performance for the period designated therein.

5.2. Termination. In addition to any other remedies it may have, (a) either Party may terminate this Agreement (i) with thirty (30) days' notice if the other Party materially breaches any of the terms or conditions of this Agreement and fails to cure the breach during the notice period; (ii) with thirty (30) days' notice if the other Party becomes insolvent or if funds are not appropriated by Customer for a period of use stated in an Order or (iii) by issuing a notice not to renew (as set out in above) where no other Quotes or Statements of Work are then in effect; and (b) Company may terminate this Agreement (i) immediately if Customer violates Section 3.2 (Prohibited Use), or (ii) with ten (10) days' notice if Customer fails to pay Fees when due and does not rectify non-payment in the notice period.

5.3. Effect of Termination; Survival. In the event of any termination of this Agreement under this Section, (i) Company's obligations to perform and Customer's rights to use the Services will immediately cease; and (ii) all outstanding Fees, including fees for Professional Services rendered prior to termination, will become immediately due and payable. If Company hosts database portions of the Software, Company will make Customer Data available to Customer for electronic retrieval via a database export for a period of thirty (30) days following Agreement termination; thereafter Company may, but is not obligated to, delete stored Customer Data. Any termination of this Agreement prior to Company's completion of Professional Services may be subject to additional terms and conditions as set out in the applicable Quote or Statement of Work if designated by Company. All sections of this Agreement which should, by their nature, remain applicable after termination will survive, including accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Warranties & Disclaimers.

6.1. Company will perform Professional Services with the necessary skill, knowledge and experience using generally recognized practices and standards of performance for its industry. Company will use reasonable efforts to perform the Subscription Services and maintain its technologies and practices in a manner that minimizes errors and interruptions. Subscription Services may be unavailable for scheduled maintenance, unscheduled emergency maintenance or due to other reasons outside of Company's reasonable control. Company will use reasonable efforts to provide advance notice in writing (e-mail being sufficient) of any scheduled disruption of the Subscription Services.

6.2. COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Indemnification.

7.1. Reserved.

7.2. By Company. Company will defend, indemnity and hold Customer and its officers, directors, employees and agents harmless from and against any Losses arising out of a third-party claim (i) that the Software or Services infringe any United States patent or any copyright or misappropriate of any trade secret or (ii) arising from Company's gross negligence or willful misconduct in performance of the Services. The foregoing obligations do not apply (i) with respect to portions or components of the Software or Services not supplied by Company, made in whole or in part in accordance with Customer direction or specifications, modified after

delivery by Company, or combined with other processes or materials where the alleged infringement relates to such supply, use, modification or combination; (ii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iii) with respect to any use of the Software or Services in violation of this Agreement or applicable law.

7.3. Infringement Claims. If, due to a claim of infringement, the Software or Services are held by a court of competent jurisdiction to be or are reasonably believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Software or Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Software or Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and provide Customer a refund for any prepaid, unused fees for the Services. The foregoing is Customer's sole and exclusive remedy with respect to infringement claims.

7.4. Procedure. This Section 7.4 is superseded by Section 12 of Schedule 2 (Customer Terms). To

8. Limitations of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THE MAIN TERMS OF THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES DISCLAIM AND WILL HAVE NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT,WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THEIR POSSIBILITY, FOR: (A) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR COSTS OR DAMAGES OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS OF ALL OTHER CLAIMS, EXCEED THE FEES PAID TO COMPANY IN THE EIGHTEEN (18) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. Additional Customer Terms. Any terms or conditions required by Customer under applicable statute, judicial order or agency policy must be stated in Schedule 2 (Customer Terms) prior to execution of this Agreement. Notwithstanding anything to the contrary herein, Customer Terms will govern over the body of this Agreement in the event of a direct conflict.

10. General

10.1. Entire Agreement. This Agreement, including the Schedules hereto, any Quotes or Statements of Work issued hereunder (excluding any Reseller-added terms), and any Company terms referencing this Agreement, is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous and contemporaneous written and oral agreements, communications and understandings relating to the subject matter hereof. Except as otherwise expressly agreed by the Parties, in the event of a direct conflict between the body of this Agreement and any terms referenced herein or in a Quote, Statement of Work or Schedule hereto, the terms in the body of this Agreement will govern. Any waiver of rights or modifications or supplements to this Agreement must be in a writing signed by both Parties. All terms issued by Customer or Reseller that are not expressly permitted by Company are disclaimed.

10.2. Notices. Each Party's address set forth in the signature blocks will be the place of receipt for notices issued in respect of this Agreement. Notice is effective when delivered personally, three (3) business days after sent by certified mail, on the business day after sent by a nationally recognized courier service, or on the business day after sent by email to legal@epermithub.com (where electronic confirmation is sent and received). A Party may change its notice address by giving notice in accordance with this section.

10.3. Execution; Validity; Construction. This Agreement is valid if signed by both parties, together or in counterpart, via facsimile transmission or electronic signature process, all of which taken together will constitute one agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The term "including", as used herein, will be construed to mean "including, but not limited to".

10.4. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may assign this Agreement to an affiliate or a successor entity in the event of a merger, acquisition, or sale of all or substantially all its assets. Any such successor entity will agree in writing to be bound by the terms of this Agreement.

10.5. Relationship of Parties; No Third Party Beneficiaries. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. No third party beneficiaries are intended and the parties expressly disclaim any third party beneficiaries.

10.6. Choice of Law. Except as otherwise prohibited by law or ordinance applicable to Customer, this agreement will be governed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts of law provisions of any state or jurisdiction.

10.7. Feedback. If Customer provides any feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to Company's products, services, websites, documentation or similar materials ("**Feedback**"),

Customer hereby assigns and agrees to assign all right, title and interest in any such Feedback to Company to be used for any purpose.

SCHEDULE 1

ePermitHub Support Terms

These ePermitHub Support Terms (these "***Support Terms***") are incorporated into and form a critical component of the ePermitHub Subscription Software & Services Agreement or other agreement between the parties in respect of the software and services of PermitRocket Software LLC (the "***Agreement***"). All capitalized terms not defined herein have the meaning given in the Agreement. All capitalized terms not defined herein have the meaning given in the Agreement. In the event of a conflict between the terms of these Support Terms and the terms of Agreement or any Quote, the terms and conditions of these Support Terms apply. These Support Terms may be updated from time to time by Company in its sole discretion; provided that any such update will not materially reduce Customer's rights hereunder as established at the time the Agreement was executed.

If not otherwise defined in the Agreement, as used in these Support Terms: "Company" means PermitRocket Software LLC dba ePermitHub; "Customer" means the party using the Subscription Services; and "Subscription Services" means the pay-per-use software-as-a-service, which may be cloud-hosted by Company or provided by Company for on-premise use, as provided by Company under the Agreement.

1. Updates. Company will use commercially reasonable efforts during the Term of the Agreement to provide Customer with periodic updates to the Software and/or Subscription Services ("***Updates***"). Updates may address security fixes, critical patches, general maintenance functionality, and documentation and will be made available at Company's discretion. Company is under no obligation to develop any future functionality or enhancements for the Software or Services unless otherwise specified in the Agreement. If an Update is made available to Customer pursuant to these Support Terms, it will automatically replace the previous version of the Software or Subscription Services, as applicable. Company's support of the Subscription Services presumes that Customer has implemented Updates for the current or one of the prior two (2) major version releases; where Customer has not implemented prior Updates, Company's responsiveness and ability to resolve errors may be impacted. Where practical, Company will schedule Updates during non-business hours and will provide Customer with advance notice of all Updates. Where practical, Company will schedule Updates during non-business hours and will provide Customer with advance notice of all Updates.

2. Support Access. In support of the Subscription Services, during the Term of the Agreement Company will provide first-line Support below. These Support commitments are provided to Customer at no additional cost beyond its Subscription Services Fees.

2.1. Telephone Support. Company's Customer Resource Center (CRC), a live technical support facility ("***Telephone Support***"), will be available to Customer during Company's regular support hours of 8:00am - 8:00pm (Eastern Time), Monday through Friday (excluding Company's observed holidays that include: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve) ("***Support Hours***").

2.2. Email Support. One or more Company electronic mail addresses ("***Email Support***") to which Customer may submit routine or non-critical Support Requests to be addressed by Company during its Support Hours.

2.3. Online Support Materials. Company will make available certain archived client-side software updates and other technical information in Company's online support database, which is continually available ("***Online Support***"). This Online Support may not be used to submit Support Requests.

Customer is limited to two (2) contacts ("***Customer Support Contacts***") at any one time who will be authorized to submit Support Requests (as defined below) to Company. Customer is responsible for providing Company with the names and contacts of these two Customer Support Contacts and keeping Company up-to-date in the case that Customer Support Contacts (either named individuals and/or their contact information) are changed

3. Support Request Process. Customer may log requests for Support (each, a "***Support Request***") through Company's Telephone Support or Email Support. For each Support Request, Customer will provide reasonable details regarding the issue it is experiencing (the "***Issue***") and Customer will use reasonable efforts to assign a level of priority ("***Priority Level***") for the Issue using the table below. During the Support Request process and at any time prior to Issue resolution, Company may determine an Issue warrants assignment to a higher Priority Level, that an Issue no longer warrants the Priority Level assigned, or than an Issue should be separated into parts or combined with other Issues. Company may upgrade or downgrade Priority Levels and/or revise the listed Issue to reflect current impact and known parameters.

Priority Level	Description	Target Response Time*
Level 1	Critical functions of Subscription Services are not available or seriously affected for a majority of Users and there is no reasonable workaround available (e.g. service is non-responsive, Customer's use is halted).	1 Days
Level 2	Subscription Services are affected, with Users being able to work in a limited capacity, and there is no feasible workaround (e.g. Customer's day to day operations continue but are substantially impacted)	3 Days
Level 3	Subscription Services are partially non-functional but a feasible workaround exists (e.g. non-critical feature is unavailable).	5 Days
Level 4	Subscription Services are functional but there is a problem or other issue that does not significantly impact use (e.g. incorrect label or cosmetic defect)	Next Update

*Target Response Times are Company's expected first response to a Support Request; they are non-binding estimates only. As used in the table above, "Day" means one full business day within the Support Hours. A Day begins in the first Support Hour in which Customer makes its Support Request via Telephone or Email Support, with any weekend or off-hours Support Requests being logged at the first Support Hour that follows Customer's submission to Company.

4. Support Limitations & Exclusions. The following "**Support Exclusions**" are not covered by these Support Terms and Company expressly disclaims responsibility for any support functions or services rendered or necessitated by:

4.1. any unauthorized access to or misuse of the Subscription Services;

4.2. needs arising during times outside of Company's regular business hours stated above;

4.3. external factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the Subscription Service demarcation point;

4.4. issues arising out of or caused by customizations done by a party other than Customer or outside of Company's best practice recommendations, configuration changes, scripting, or data loss caused by or through Customer or any User;

4.5. issues arising out of or caused by Customer's, User's or any third-party's equipment, software or other technology (other than third-party equipment within Company's direct control);

4.6. services requested by Customer to implement Updates provided by Company;

4.7. efforts to resolve or work-around conditions which cannot be reproduced in Company's support environment; or

4.8. any third party software add-ons supplied with the Subscription Services, except where specified in the Agreement.

SCHEDULE 2
Additional Customer Terms

As the provider of technologies and services as described herein and in Quotes issued hereunder, Company agrees to be bound by the terms and conditions of the Services Agreement entered into by and between Citrus County, Florida and Carahsoft Technology Corp dated [DATE], as attached.

SCHEDULE 3
ePermitHub Statement of Work

The parties agree to Company's performance of professional services as specified in the Statement of Work issued by Company and accepted by Customer.

Citrus County Board of County Commissioners
Budget Transfer Form

May 13, 2026	477	Building Technology
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Building Technology

Department Number	Account Number	From Amount	To Amount	Account Title
3456	61000	167,950		Reserve Budget Fund Balance
3456	53416		167,950	Software as a Service

Detailed Reason for Transfer:

This budget transfer allocates funding for the prepaid software applications and allocates funds phase II of ePermit Hub.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: Date: 5/13/26

Board Approval:

AGENDA MEMORANDUM

FROM:	Janice A. Warren, Tax Collector
SUBJECT:	Extension of the Tax Roll
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Due to the schedule of the 2026 Citrus County Value Adjustment Board, I respectfully request that the Board of County Commissioners, pursuant to Florida Statute 197.323, order the 2026 tax roll be extended, and that the Property Appraiser undertake all actions required so that the tax bills may be mailed by November 1, 2026.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

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

ATTACHMENTS:

1. DR 488P RE
2. DR 488P TPP
3. Memo - extension of tax roll

INITIAL CERTIFICATION OF THE VALUE ADJUSTMENT BOARD

DR-488P
N. 12/09

Rule 12D-16.002
Florida Administrative Code

Section 193.122(1), Florida Statutes

Tax Roll Year | 2 | 0 | 2 | 6 |

The Value Adjustment Board of Citrus County has not completed its hearings and certifies on order of the Board of County Commissioners according to sections 197.323 and 193.122(1), F.S., that the

Check one. ☑ Real Property ☐ Tangible Personal Property

assessment roll for our county has been presented by the property appraiser to include all property and information required by the statutes of the State of Florida and the requirements and regulations of the Department of Revenue.

On behalf of the entire board, I certify that we have ordered this certification to be attached as part of the assessment roll. We will issue a Certification of the Value Adjustment Board (Form DR-488) under section 193.122(1) and (3), F.S., when the hearings are completed. The property appraiser will make all extensions to show the tax attributable to all taxable property under the law.

Signature, Chair of the Value Adjustment Board

Date

INITIAL CERTIFICATION OF THE VALUE ADJUSTMENT BOARD

DR-488P
N. 12/09

Rule 12D-16.002
Florida Administrative Code

Section 193.122(1), Florida Statutes

Tax Roll Year | 2 | 0 | 2 | 6 |

The Value Adjustment Board of Citrus County has not completed its hearings and certifies on order of the Board of County Commissioners according to sections 197.323 and 193.122(1), F.S., that the

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assessment roll for our county has been presented by the property appraiser to include all property and information required by the statutes of the State of Florida and the requirements and regulations of the Department of Revenue.

On behalf of the entire board, I certify that we have ordered this certification to be attached as part of the assessment roll. We will issue a Certification of the Value Adjustment Board (Form DR-488) under section 193.122(1) and (3), F.S., when the hearings are completed. The property appraiser will make all extensions to show the tax attributable to all taxable property under the law.

Signature, Chair of the Value Adjustment Board

Date

Integrity • Innovation
Janice A. Warren, C.F.C.
Citrus County Tax Collector

Memorandum

To: Board of County Commissioners

From: Janice A Warren, Citrus County Tax Collector

Date: 5/11/2026

Re: 2026 Tax Roll

Due to the schedule of the 2026 Citrus County Value Adjustment Board, I respectfully request that the Board of County Commissioners, pursuant to Florida Statute 197.323, order the 2026 tax roll be extended, and that the Property Appraiser undertake all actions required so that the tax bills may be mailed by November 1, 2026.

This request is made pursuant to the aforementioned statute, and at the request of and in cooperation with the Property Appraiser and the County Attorney's office.

210 N. Apopka Ave, Suite 100 | Inverness, FL 34450
Phone: 352-341-6500 | Fax: 352-341-6514
www.citrustc.us

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	Key Training Community Contribution Tax Credit Program Resolution
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Key Training Center has learned about the Florida Department of Commerce, Division of Economic Development, Community Contribution Tax Credit Program (CCTCP) that provides a financial incentive (up to 50% tax credit or sales tax refund) to encourage Florida businesses to make donations toward community development and housing projects for low-income persons, households or persons with special needs. Key Training Center wants to transform six of its group homes on the Lecanto campus, originally built in the 1970s,1980s, and early 2000s. These homes are ready for essential structural improvements, including upgrades to roofs, electrical systems, plumbing, septic systems, cabinets and countertops, kitchen appliances, windows, and HVAC systems. Key Training Center will also revitalize the exterior and interior with fresh paint and install house generators, creating a brighter future for those who call these homes their own.

The first step to quality for the CCTCP is a resolution from the local government stating that the project is consistent with local plans and regulations.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute a resolution certifying that the projects are consistent with local plans and regulations. **(Melissa Walker, Key Training Center)**

ATTACHMENTS:

1. BOCC Resolution - CCTC Program for Key Training Center

RESOLUTION NO. 2026-__ _

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA CERTIFYING TO THE FLORIDA DEPARTMENT OF COMMERCE, DIVISION OF ECONOMIC DEVELOPMENT THAT THE CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS D/B/A KEY TRAINING CENTER PROJECT TO RENOVATE SIX HOMES IS CONSISTENT WITH CITRUS COUNTY'S LOCAL PLANS AND REGULATIONS; PROVIDING FOR DISTRIBUTION OF RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Citrus County Association for Retarded Citizens, Inc. d/b/a Key Training Center (hereinafter referred to as "Key Training Center"), a 501 (c)(3) not-for-profit organization operating in Citrus County since 1966, is seeking to qualify as a sponsor for a project to renovate the six homes at the Key Training Center known as Franklin Cottage, Spooner Cottage, Burnes Cottage, Simons Cottage, Davis Cottage, and Contento Cottage built between 1977-2005 depicted in Exhibit 1, attached hereto and made a part hereof; and

WHEREAS, the six homes are occupied by income eligible low-income persons with developmental disabilities having special needs; and

WHEREAS, the Key Training Center renovation project is intended to enhance the living environment of the individuals that reside in the homes; and

WHEREAS, according to the Florida Department of Commerce, Economic Development Division, the renovation project will qualify as an eligible project under Florida's Community Contribution Tax Credit Program developed to encourage Florida businesses to make donations toward community development and housing projects for low-income persons; and

WHEREAS, in order for businesses contributing to the Key Training Center project to qualify for various tax credits from the State of Florida, it is necessary that the proposed renovation project be designated an approved sponsor by the Florida Department of Commerce, Economic Development Division; and

WHEREAS, the application for approved sponsor requires a resolution from the local government certifying that the proposed renovation project is consistent with local plans and regulations; and

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida in a regular meeting this 26th day of May 2026, that:

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1. The Key Training Center proposed renovation project complies with all local plans and regulations, understanding that individual home improvements will require local permits that must further comply with regulations at the time of each renovations.

2. The Clerk is directed to provide a certified copy of this Resolution to Key Training Center and to the Florida Department of Commerce, Division of Economic Development, Attention: Community Contribution Tax Credit Program.

3. This Resolution shall become effective immediately upon its adoption.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____

TRACI PERRY, CLERK

_____

DIANA FINEGAN, CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

EXHIBIT 1

KEY TRAINING CENTER- LECANTO CAMPUS
6 HOME PROJECT (see map p.2 for location)

UNDER FLORIDA DOC Community Contribution Tax Credit Program

1. Franklin Cottage, 1380 N. James Page Pt. Lecanto, FL 34461 (Constructed 1977)
2. Spooner Cottage, 1367 N. James Page Pt. Lecanto, FL 34461 (Constructed 1980)
3. Burnes Cottage, 1368 N. James Page Pt. Lecanto, FL 34461 (Constructed 1987)
4. Simons Cottage, 5391 W. Safari Ln. Lecanto, FL 34461 (Constructed 1987)
5. Davis Cottage, 5411 W. Safari Ln. Lecanto, FL 34461 34461 (Constructed 1989)
6. Contento Cottage, 5575 W. Alameda Ln. Lecanto, FL 34461 (Constructed 2005)

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Home **Parcel Search T**

- enter a parcel id -



AGENDA MEMORANDUM

FROM:	Ken Cheek, Water Resources Director
SUBJECT:	Homosassa Phase V Septic to Sewer Federal Community Grant CG-05D56525-0
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On March 17, 2023 staff submitted an application for Federal Funding Assistance for the CIP U2022-11 Homosassa Phase V Septic To Sewer project. The purpose of this agenda item is to acknowledge receipt of the Notice of Award of $1,266,667.00 and acceptance of the Agreement.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No Budgetary Impact — Florida State Appropriations Grant LPA 0152 is providing the contribution requirement.

RECOMMENDED ACTION:

Acknowledge receipt and acceptance of the Agreement. **(Ken Cheek, P.E., Water Resources Director)**

ATTACHMENTS:

1. OMB Form 05D56525-0_revised

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 05D56525 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** CG	**DATE OF AWARD** 03/23/2026
TYPE OF ACTION: New	**MAILING DATE** 03/26/2026
PAYMENT METHOD: ASAP - EPA Prior Approval	**ACH#** PEND

RECIPIENT TYPE:
Municipal

Send Payment Request to:
R04-Community-grants@epa.gov

RECIPIENT:
CITRUS COUNTY FLORIDA
3600 W Sovereign Path
Suite 266
Lecanto, FL 34461-7676
EIN: 59-6000548

PAYEE:
Citrus County Florida
3600 W Sovereign Path
Suite 266
Lecanto, FL 34461-7676

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Jeanette Smith 3600 W. Sovereign Path Lecanto 34461-7676 **Email:** Jeanette.Smith@citrusbocc.com **Phone:** 352-527-7649	Karen Waterbury 61 Forsyth Street S.W. Atlanta, GA 30303 **Email:** Waterbury.Karen@epa.gov **Phone:** 404-562-8382	Zakiya Davis Grants Management Section 61 Forsyth Street S.W. Atlanta, GA 30303 **Email:** davis.zakiya@epa.gov **Phone:** 404-562-8064

PROJECT TITLE AND DESCRIPTION

Citrus County for Sanitary Sewer System Construction

This action provides funding in the amount of $1,266,667 to Citrus County, Florida to implement its project to replace individual septic systems with a centralized sewer system as directed in the 2024 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project.

The activities to be performed include the execution and implementation of a wastewater infrastructure construction project. Workplan activities consist of designing and constructing a centralized sewer system to replace the existing septic systems in the Homosassa area.

The anticipated deliverables include installation of a sewer system replacing septic systems. The expected outcomes include significant reduction in nutrient pollution entering Homosassa River and nearby water bodies, improved public health and reduced contamination risks from septic systems, preservation of environmentally sensitive areas, such as the Gulf of America's seagrass beds, and long-term protection of local wildlife, including the endangered West Indian manatee. The intended beneficiaries include the residents of Citrus County, Florida.

No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
06/01/2026 - 12/31/2028	06/01/2026 - 12/31/2028	$ 1,583,334.00	$ 1,583,334.00

NOTICE OF AWARD

Based on your Application dated 09/04/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 1,266,667.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 1,266,667.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street S.W. Atlanta, GA 30303

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 03/23/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 1,266,667	$ 1,266,667
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 316,667	$ 316,667
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 1,583,334	$ 1,583,334

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2024 Consolidated Appropriations Act (PL118-42)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2604WGG038	25	E5C	0424CCC	000B80	4192	-	-	$ 1,266,667
									$ 1,266,667

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 0
5. Supplies	$ 0
6. Contractual	$ 0
7. Construction	$ 1,583,334
8. Other	$ 0
9. Total Direct Charges	$ 1,583,334
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 20.00 % Federal 80.00 %)	$ 1,583,334
12. Total Approved Assistance Amount	$ 1,266,667
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 1,266,667
15. Total EPA Amount Awarded To Date	$ 1,266,667

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2026-10/fy_2026_epa_general_terms_and_conditions_effective_october_1_2025_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

•Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

•All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Karen Waterbury, Waterbury. Karen@epa.gov and Zakiya Davis, Davis. Zakiya@epa.gov

•Payment requests (if applicable): Karen Waterbury, Waterbury.Karen@epa.gov

•Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Karen Waterbury, Waterbury.Karen@epa.gov

B. New Recipient Training Requirement

The recipient agrees to complete the EPA Grants Management Training for Applicants and Recipients and the How to Develop a Budget training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to RAIN-2024-G01.

C. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at https://www.epa.gov/grants/epa-grantee-forms. The requests will report cumulative expenditures both

(federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to R04-Community-Grants@epa.gov,

the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **80%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the EPA General Terms and Conditions applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	**ACCEPTABLE DOCUMENTATION**
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.•reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect	

non-working hours used during the pay period. •be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed•contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred.• copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place.• copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the	• copy of procurement requests• copy of vendor invoices• quotes or bid announcements as required

PO and RFP.	
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.• copy of procurement requests• copy of vendor invoices• quotes or bid announcements as required
7. CONTRACTUAL The contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer.Contracts for Architectural and Engineering services are included in this category.The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	• documents showing quotes or bid announcements as required.• evidence of the selection decision and a cost and price analysis• copy of contractor invoices
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable.• evidence of the selection decision and a cost and price analysis• copy of contractor and vendor invoices
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are:• copies of procurement requests• copy of vendor invoices• quotes or bid announcements as required• documentation of participant support cost payments approved in the budget• cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS (Updated 12/04/25)

A. Performance Reporting (2 CFR 200.329)

The recipient agrees to submit performance reports to the EPA Project Officer on a semi-annual basis, no later than April 30 and October 30 of each year. The final performance report must be submitted no later than 120 calendar days after the period of performance.

Performance reports must relate financial data and project or program accomplishments to performance goals and objectives and include brief information on each of the following areas, as applicable: 1) a comparison of accomplishments to the outputs/outcomes established in the assistance agreement workplan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs..

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

B. Project changes (2 CFR 200.308)

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including but not limited to: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior approval in accordance with subpart E to 2 CFR Part 200 as applicable; the transfer funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities. This term and condition supplements the requirements in the “Access to Records” General Term and Condition.

• Procurement Document Submission

(1) With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act **(**P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over the simplified acquisition threshold as defined in 2 CFR Part 200.1 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records. include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including 40 U.S.C. 1101 et seq. *(the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33.

(2) Recipients that qualify for the procurement flexibilities discussed below in term and

condition D. Procurement, must provide to the EPA upon request solicitation documents (e. g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act **(**P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

This provision was carried forward in the FY 2025 Full-Year Continuing Appropriations and Extensions Act (P.L. 119-4). Accordingly, "prior to the date of enactment of this legislation" means contracts entered into prior to March 15, 2025.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 15, 2025; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 15, 2025, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement

certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 15, 2025, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 15, 2025, if the recipient has:

(i) procured services or products through contracts entered into prior to March 15, 2025;

(ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and

(iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 15, 2025, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: 40 U.S.C. 1101 *et seq. (the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33. This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in 40 U.S.C. 1101 et seq., or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to 40 U.S.C. 1101 et seq. must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 et seq. include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
    - Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
    - In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 *et seq.* apply.

(d) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia and Non-profit Organizations

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo. To obtain the appropriate EPA logo graphic file, the recipient should send a

request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful

where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community
- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance. For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

I. American Iron and Steel (AIS)

AIS requirements apply to this award agreement based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts' (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"). AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. “Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron and/or steel, ;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452 (a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act (BABA)

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's General Terms and Conditions**.**

(a) Definitions.

For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's

(OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

(b) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions under the Water Programs section athttps://www.epa.gov/baba/build-america-buy-america-baba-epa-programs.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described athttps://www.epa.gov/baba/build-america-buy-america-baba-approved-waivers .

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds, as well as the source of any additional federal funds, if any;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. Project schedule including earliest targeted installation dates of items requested to be waived;

vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;

vii. Recipient's Unique Entity Identifier (UEI);

vii. Anticipated impact if no waiver is issued; and

viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(c) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If the recipient seeks coverage under an existing general applicability BABA waiver, the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in 40 CFR Part 6. If EPA determines that a categorical exclusion is not appropriate for this project, the recipient agrees to submit information necessary for EPA to prepare an Environmental Assessment and issue a Finding of No Significant Impact. If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328); and

- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities**: Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities**: Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants.”

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients."

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Operation and Maintenance

The recipient agrees that that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years
- Wastewater and Drinking Water Process Equipment - 15 years

- Auxiliary Equipment - 10 years

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director, Ken Cheek, Water Resources Director
SUBJECT:	Amended Water and Wastewater Agreement for Lecanto Preserve, LLC – Phase 1
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Lecanto Preserve, LLC and Citrus County, Florida were parties to a Water and Wastewater Agreement, OR Book 3543, Pages 1110-1130. The agreement established payment of required water and wastewater connection fees and offsite wastewater credits prior to the development of Lecanto Preserve, LLC Phase 1. Staff worked with the developer to determine fees, credits, and terms consistent with County Code Sec. 102-199.

During the 02/25/2025 board regular meeting, the BOCC approved and authorized the Water and Wastewater Agreement for Lecanto Preserve, LLC, which was stamped and recorded # 2025011681. The wastewater infrastructure to support the development will partially go to existing lift station MC6. The remaining portion of the development will go to existing lift station MC36 and requires offsite improvements to extend wastewater lines from the site to MC36.

Based on field discoveries and communications with county staff regarding land access, the owner requests an amended Exhibit “B” of the agreement to revise the offsite route of the wastewater forcemain. If approved, the amended Exhibit “B” will be added to the signed Water and Wastewater Agreement for Lecanto Preserve, LLC.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

Maintenance costs will be incremental and covered by the revenue generated.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute an Amendment to the Water and/or Wastewater Developer's Agreement as shown in Exhibit "B".

b. Authorize the Clerk to place an acceptance stamp on the agreement and record in the Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director)**

ATTACHMENTS:

1. Amended Agreement
2. EXHIBIT B rev2026

AMENDMENT TO WATER AND/OR WASTEWATER DEVELOPER'S AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into by and between:

THE CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called "SERVICE UNIT"; AND

Lecanto Preserve, LLC., hereinafter called "DEVELOPER"; AND

third party Owners- Crystal Glen Properties, LLC and Sterling Residential, LLC
Whose address is; 2500 Weston Road Suite 311 Weston, Florida 33331

WITNESSETH

WHEREAS, on February 25, 2025, SERVICE UNIT and DEVELOPER entered into that WATER AND/OR WASTEWATER DEVELOPER'S AGREEMENT (hereinafter referred to as the "Agreement"), recorded in the Public Records of Citrus County, Florida, at OR Book 3543 Pages 1110 through 1130, setting forth the mutual understandings and undertakings regarding the furnishing of wastewater services for DEVELOPER'S PROPERTY via a force wastewater main to be constructed by DEVELOPER running from the PROPERTY for connection to the existing 6" force main located in the right of way south of W Gulf to Lake Hwy and leading to SERVICE UNIT lift station MC6 as set forth in Exhibit "B" of the Agreement; and

WHEREAS, the off-site route of the force wastewater main infrastructure from DEVELOPER'S PROPERTY to the SERVICE UNIT lift station MC6 has changed, necessitating a revision of the Summary of Scope of Work;

NOW, THEREFORE, in consideration of the original Agreement and the foregoing recitals, SERVICE UNIT and DEVELOPER agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby revise the Summary of Scope of Work to that scope set forth in Revised Exhibit "B," attached hereto and made a part hereof.

3. County and Contractor agree that all other terms and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

4. 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.

5. This Amendment to Agreement shall be recorded by the SERVICE UNIT among the Public Records of Citrus County, Florida.

IN WITNESS WHEREOF, this Amendment to Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Bettina Nava
Printed Name of Witness (1)

Arlene Bartyzel
Signature of Witness (2)

Arlene Bartyzel
Printed Name of Witness (2)

Business Name – Lecanto Preserve, LLC

By: _____
Name, Title – Steven Fischer, Manager

STATE OF FLORIDA
COUNTY OF ~~CITRUS~~ Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, the foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ on line notarization by Steven Fischer, who is personally known to me to be the person described in and who executed the foregoing instrument OR who has produced _____ as identification and acknowledged before me that they executed same for the purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of March, 2026.

Notary Public, State of Florida
My Commission Expires: 08/11/2028

NOTARY PUBLIC STATE OF FLORIDA
BETTINA NAVA
Commission # HH 580523
Expires August 11, 2028

CITRUS COUNTY, FLORIDA

ATTEST:

BY: _____
Diana Finegan, Chairman

_____
Traci Perry, Clerk

Date: _____

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

_____
Denise A. Dymond Lyn
County Attorney

REVISED EXHIBIT “B”

Lecanto Preserve Offsite Sewer Extension

Summary of Scope of Work

As part of the Lecanto Preserve Offsite Sewer Extension, Lecanto Preserve will construct a force main crossing from the west side of CR 491 at W. Laurel Street. The force main will be upsized to 12” PVC running east along the north side of W. Laurel Street and turning north along the west side of Rowe Terrace. The force main will cross SR 44 by horizontal directional drill, then will run west along the north side of SR 44. The main will run north along the east side of CR 491, then run east along the south side of W. Southern Street. The force main will cross W. Southern Street by horizontal directional drill and terminate in the manhole at the right of way which empties into Citrus County Lift Station MC -36.

AGENDA MEMORANDUM

FROM:	Ken Cheek, Water Resources Director
SUBJECT:	Proposed Cedar Lake Estates Watermain Extension Assessment Area - Permanent Reassignment of Development Rights DVR 2026-006 Watson
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Prior to implementing an assessment, the County allows property owners of contiguous lots to reassign the development rights for their contiguous parcels to avoid being assessed on those parcels. The reassignment of development rights leaves the property ownership the same and allows the owner to maintain full use of the property in conjunction with their existing home but does not allow future development of the property as a separate parcel. The reassignment of development rights is voluntary, meaning that the property owners could pay the assessment on the vacant property and keep the right to develop the property separately.

Property owners of contiguous lots of record desire to surrender future development rights and reduce their assessment units for the subject project pursuant to Administrative Regulation 11.10-1.

- Vicki Lynn Watson, property owner(s) of Lots 15 & 16, Block A of Cedar Lake Estates have entered into an agreement to reassign the development rights as described in "Exhibit B" of the Permanent Reassignment of Development Rights Agreements, DVR 2026-006.

This agreement will assist and provide financial relief to the property owners within the Proposed Cedar Lake Estates Watermain Extension Assessment Area.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute the Permanent Reassignment of Development Rights Agreement for residential properties within the Proposed Cedar Lake Estates Watermain Extension Assessment Area for Vicki Lynn Watson, DVR 2026-006.
b. Authorize the Clerk to attest and record in Public Records of Citrus County, Florida. **(Ken Cheek, P.E., Water Resources Director)**

ATTACHMENTS:

1. Supporting Docs CLE DVR Watson 2026-006



Legend

Parent Parcel

DVR Parcel

Vicki Lynn Watson (Surrender Rights on Lot 15, Block A)
AK 3528131
DVR 2026-006
S 06 T 18S R 17E
Project: Cedar Lake Estates Waterline Ext Assessment Area

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: March 25, 2026
Source: Enterprise Geodatabase
Map Number: SOP001601_DVR2026-006

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.

DVR NUMBER 2026-006 **ALTERNATE KEY # 3528131**

PERMANENT REASSIGNMENT OF DEVELOPMENT RIGHTS AGREEMENT

THIS AGREEMENT entered into this 6 day of April, 2026, by and between **VICKI LYNN WATSON**, whose mailing address is 5940 N Summerlake Pt., Crystal River, FL 34428, hereinafter referred to as "Property Owner" and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Ave., Inverness, Florida 34450, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County is in the process of preparing an assessment roll covering the cost of improvements and connection fees attributable to property owner's within a Municipal Service Benefit Unit (MSBU) service area, and

WHEREAS, The Property Owner owns certain lot(s) within a plat which has future development potential, but for which the Property Owner does not wish to receive any additional benefit from the special assessment because there is no interest in pursuing future development, and

WHEREAS, the Property Owner owns certain contiguous lot(s) for which (s)he is willing to permanently surrender the development potential so as to be recognized from hence forward as a single assessment unit, and

WHEREAS, the parties hereto wish to execute this agreement to permanently reassign the future development rights from the Property Owner to County to effectuate recognition of the property as a single assessment unit on the MSBU assessment roll.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The County does hereby eliminate the imposition of any special assessment beyond a single assessment unit for utility improvements on the lands described in Exhibit "A".

2. The Property Owner shall permanently assign the development rights to the County for each of the lots described in Exhibit "B".

3. This agreement shall be recorded within the County records and shall constitute a permanent assignment of the development rights on the lot(s) described in Exhibit "B" to Citrus County. Florida.

4. This shall not effect the existence of current structures, or the property owner's ability to permit accessory structures or uses on land described in Exhibit "A".

5. In the event any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

6. Any legal action brought relating to the interpretation and/or performance of this Agreement shall be brought in the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.

7. This Agreement contains the full understanding of the parties, and no modifications may be made hereto except in writing signed by both parties.

NOTE: THE APPLICATION SHOULD LIST ONLY THOSE LOTS WHICH ARE INTENDED TO BE COVERED UNDER THIS AGREEMENT. OTHER LOTS WHICH YOU OWN OR CONTROL THAT ARE INTENDED FOR DEVELOPMENT BY RIGHT SHOULD NOT BE INCLUDED.

COUNTY

ATTEST:

Traci Perry, Clerk

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: _____
Diana Finegan, Chairman
Board of County Commissioners
Of Citrus County, Florida

APPROVED FOR THE RELIANCE OF CITRUS COUNTY ONLY:

Denise A. Dymond Lyn, County Attorney

PROPERTY OWNER

WITNESS

Printed Name: William Cr. Ss

Printed Address: 2 S Masters Dr. Homosassa FL 34446

By: Vicki Lynn Watson
Vicki Lynn Watson

WITNESS

Printed Name: Jamil Nancy

Printed Address: 4116 S SKYLARK TER HOMOSASSA, FL 34446

STATE OF FL)
COUNTY OF CITRUS)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 6 day of April, 2026, by Vicki Lynn Watson, who is personally known to me or who produced _____ as identification.

PAMELA DUNN
Notary Public-State of Florida
Commission # HH 291276
My Commission Expires
July 24, 2026

Notary Public-State of FLORIDA
Printed Name: PAMELA DUNN
Commission No. HH 291276
Expiration Date: 7-24-2026

EXHIBIT "A"

Lot 15 and Lot 16, Block A, CEDAR LAKE ESTATES, according to Plat thereof, recorded in Plat Book 11, Pages 130 through 131, of the Public Records of Citrus County, Florida.

EXHIBIT "B"

Lot 15, Block B, CEDAR LAKE ESTATES, according to Plat thereof, recorded in Plat Book 11, Pages 130 through 131, of the Public Records of Citrus County, Florida.

AGENDA MEMORANDUM

FROM:	Bernadine Flood Nichols, Utility Billing & Customer Service Division Director
SUBJECT:	Assignment of Developer's Utility Pre-paid Credits - Hampton Hills
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

By way of Citrus County Resolution 88-29, SAT Sr. Limited Partnership, A New Hampshire Limited Partnership (SSLP) was acknowledged as the developer of Betz Farm. In 2003, the BOCC approved an agreement for water and wastewater offsite connection fees. On October 08, 2019, BOCC executed a credit agreement to revise outstanding credits at a reduced monetary value in exchange for the inclusion of both offsite and plant capacity fee credits. Both agreements grant SSLP, its heirs, and successors entitlement to draw against available connection fee credits for all future construction within Citrus County for which a water or wastewater connection fee charge is due. Since this time, SSLP has transferred wastewater credits to Hampton Hills, LLC credit pool. Currently, SSLP is transferring water credits in the quantity of 50 equivalent residential units (ERUs) to Hampton Hills, LLC credit pool.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact at this time.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to acknowledge receipt of this transfer of water connection fee credits from SAT Sr. Limited Partnership to Hampton Hills, LLC credit pool.
b. Approve and authorize the Clerk to place an acceptance stamp on the agreement and

record in the Public Records of Citrus County, Florida. **(Ken Cheek, Water Resources Director, Bernadine Flood-Nichols, Utility Business Services Director).**

ATTACHMENTS:

1. SSLP to Hampton Hills

SAT SR. LIMITED PARTNERSHIP

2476 N. Essex Ave.
Hernando, FL 34442

Date: March 24, 2026

Citrus County Utilities
1300 S. Lecanto Hwy.
Lecanto, FL 34461-0440

RE: WATER CREDITS TRANSFER TO HAMPTON POOL

To Whom It May Concern:

Please accept this letter as confirmation of the payment of FIFTY (50) equivalent residential units (ERUs) of **WATER CONNECTION FEES** (plant capacity and off-site facilities), from SAT Sr. Limited Partnership to Hampton Hills, LLC, which credits were given to the SAT Sr. Limited Partnership as part of its overall agreement.

Sincerely,

SAT Sr. Limited Partnership

By: _____
Name: Stephen A. Tamposi
As Manager, Ballinger Properties, LLC
As its General Partner

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Stephen A. Tamposi, as Manager of Ballinger Properties, LLC, as general partner of SAT Sr. Limited Partnership, who is personally known to me, who did not take an oath, and who is personally known to me to be the person described in and who executed the foregoing letter.

WITNESS my hand and official seal this 24th day of March, 2026.

_____
Notary Public

ERIC D. ABEL
MY COMMISSION # HH 365241
EXPIRES: June 22, 2027

AGENDA MEMORANDUM

FROM:	Eric Head, Community Services Director
SUBJECT:	Corrective Perpetual Utility and Access Easement – City of Inverness
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

On **September 9, 2025**, the Board of County Commissioners authorized the Chairman to execute an Interlocal Agreement and Perpetual Utility and Access Easement between Citrus County, Florida and City of Inverness to access and maintain reclaimed water lines.

After the easement was recorded, it was discovered that the Exhibit "A" was incorrect.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Corrective Perpetual Utility and Access Easement between Citrus County, Florida, and City of Inverness. (The terms remain the same.)

b. Authorize the Clerk to record the Easement in the Public Records of Citrus County, Florida. **(Eric Head Community Services Director)**

ATTACHMENTS:

1. 1c Corrective Perpetual Easement for Reclaimed Water Lines

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Tonya Turner, Assessment Agent III
Citrus County Technical Services Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Project: Reclaimed Water Line Agreement

CORRECTIVE
PERPETUAL UTILITY AND ACCESS EASEMENT

THIS INSTRUMENT IS BEING RECORDED TO CORRECT EXHIBIT "A" ATTACHED TO THE PERPETUAL UTILITY AND ACCESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 3601, PAGE 552.

THIS GRANT OF EASEMENT, made this ____ day of _____, 202__, by and between **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 110 North Apopka Avenue, Inverness, Florida 34450, hereinafter called the Grantor, and **CITY OF INVERNESS,** a municipal corporation existing under the laws of the State of Florida, whose address is 212 W Main Street, Inverness, Florida 34450 , hereinafter called the Grantee;

WITNESSETH: The Grantor in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee its successors and assigns forever, a perpetual non-exclusive easement for utilities and access purposes upon, under, over, across and through any portion of those certain lands situated in Citrus County, Florida, to wit:

See "**Exhibit A**" attached hereto and made a part hereof by reference.

The perpetual, non-exclusive easement shall be for, but not limited to, purposes of constructing, operating, maintaining, upgrading, improving, relocating or removing water, wastewater and any other utilities and associated appurtenances; and the right of ingress and egress to same. After construction is complete, the lands of the Grantor shall be restored to the same, or as good as, condition as existed before construction began.

TO HAVE AND HOLD the same, together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining, unto the said Grantee, and its successors and assigns forever, for the utility and access purposes described herein.

The Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

The easement granted hereby is non-exclusive, and the Grantor reserves to itself and to its successors and assigns forever, the right to utilize the surface of the property for all uses that do not prevent the Grantee's reasonable access to, construction of, and maintenance of the facilities installed in the easement by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

ATTEST:

GRANTOR:

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

_____
Traci Perry, Clerk of Court
Citrus County, Florida

By: _____
Diana Finegan, Chairman

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

_____
Denise A. Dymond Lyn,
County Attorney

EXHIBIT A

A STRIP OF LAND 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE NORTH 0°17'43" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 29, 911.15 FEET; THENCE SOUTH 78°13'56" WEST, DEPARTING SAID EAST LINE AND ALONG THE EASTERLY EXTENSION OF THE NORTHERLY EDGE OF A 6 FOOT WOOD FENCED ENCLOSURE FOR THE RECLAIMED WATER PUMP STATION, 378.89 FEET TO THE POINT OF INTERSECTION OF A RECLAIMED WATER FORCE MAIN WITH THE FENCE ENCLOSURE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 10°03'14" WEST, DEPARTING LAST SAID LINE, 46.94 FEET; THENCE NORTH 82°54'03" EAST, 148.06 FEET; THENCE NORTH 0°59'54" EAST, 12.45 FEET; THENCE NORTH 79°54'41" EAST, 212.32 FEET; THENCE NORTH 6°20'48" WEST, 402.67 FEET; THENCE NORTH 89°28'13" EAST, ALONG A LINE 7.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE AFOREMENTIONED SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 29, 69.73 FEET TO A POINT ON THE EASTERLY LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 29; THENCE NORTH 89°27'12" EAST, 93.39 FEET; THENCE NORTH 83°01'29" EAST, 168.59 FEET; THENCE SOUTH 88°56'56" EAST, 563.83 FEET; THENCE SOUTH 89°44'26" EAST, ALONG A LINE 7.5 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 20 EAST, 217.05 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE. THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE NORTHERLY FENCE LINE OF SAID RECLAIMED WATER PUMP STATION AT THE POINT OF BEGINNING AND AT A LINE PERPENDICULAR TO THE POINT OF TERMINUS.

THE LANDS HEREIN DESCRIBED CONTAINS 29,025 SQUARE FEET, OR 0.67 ACRES MORE OR LESS.

SKETCH & DESCRIPTION

OF

A PARCEL OF LAND BEING A PORTION OF SECTIONS 28 AND 29 TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA.

A STRIP OF LAND 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE NORTH 0°17'43" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 29, 911.15 FEET; THENCE SOUTH 78°13'56" WEST, DEPARTING SAID EAST LINE AND ALONG THE EASTERLY EXTENSION OF THE NORTHERLY EDGE OF A 6 FOOT WOOD FENCED ENCLOSURE FOR THE RECLAIMED WATER PUMP STATION, 378.89 FEET TO THE POINT OF INTERSECTION OF A RECLAIMED WATER FORCE MAIN WITH THE FENCE ENCLOSURE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 10°03'14" WEST, DEPARTING LAST SAID LINE, 46.94 FEET; THENCE NORTH 82°54'03" EAST, 148.06 FEET; THENCE NORTH 0°59'54" EAST, 12.45 FEET; THENCE NORTH 79°54'41" EAST, 212.32 FEET; THENCE NORTH 6°20'48" WEST, 402.67 FEET; THENCE NORTH 89°28'13" EAST, ALONG A LINE 7.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE AFOREMENTIONED SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 29, 69.73 FEET TO A POINT ON THE EASTERLY LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 29; THENCE NORTH 89°27'12" EAST, 93.39 FEET; THENCE NORTH 83°01'29" EAST, 168.59 FEET; THENCE SOUTH 88°56'56" EAST, 563.83 FEET; THENCE SOUTH 89°44'26" EAST, ALONG A LINE 7.5 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 20 EAST, 217.05 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE NORTHERLY FENCE LINE OF SAID RECLAIMED WATER PUMP STATION AT THE POINT OF BEGINNING AND AT A LINE PERPENDICULAR TO THE POINT OF TERMINUS.

THE LANDS HEREIN DESCRIBED CONTAINS 29,025 SQUARE FEET, OR 0.67 ACRES MORE OR LESS.

LEGEND

SYMBOL	DENOTES
C.C.P.R.	CITRUS COUNTY PUBLIC RECORDS
CLF	CHAIN LINK FENCE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINUS

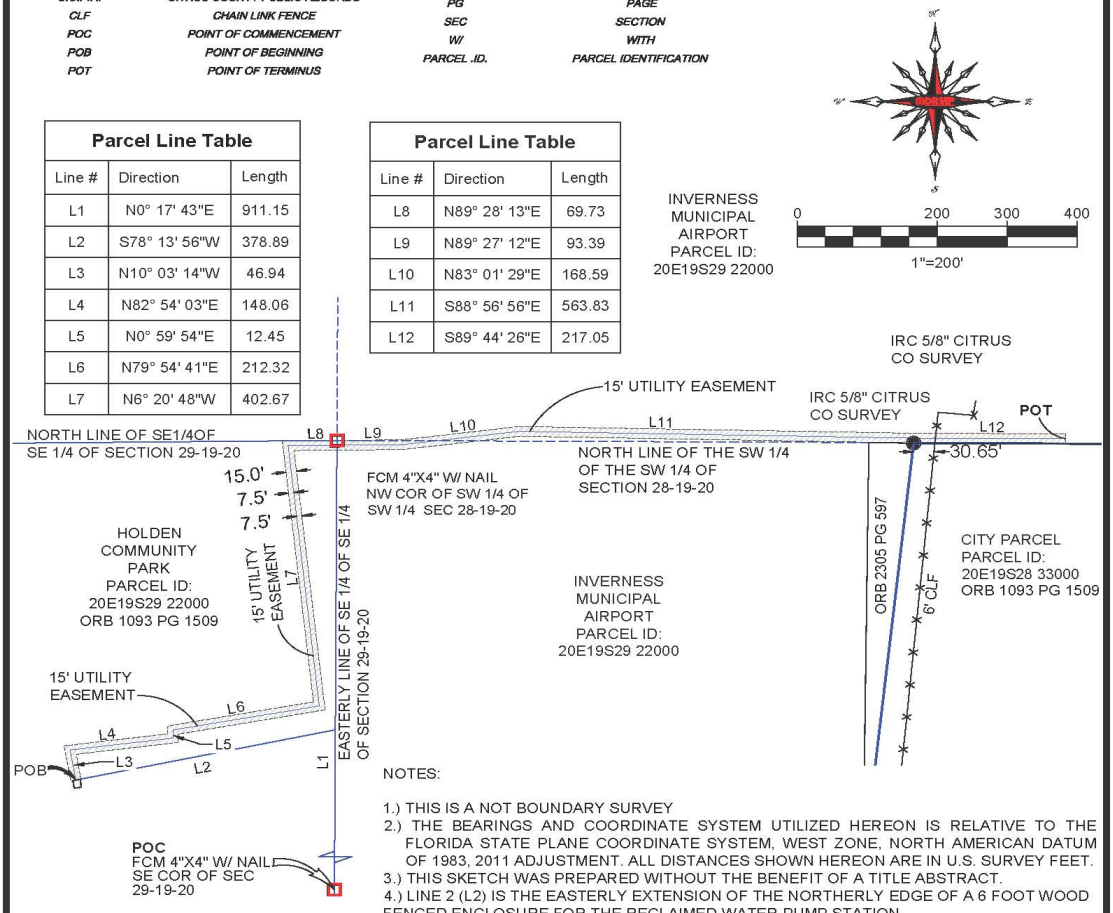
FCM	FOUND CONCRETE MONUMENT
IRC	IRON ROD & CAP
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SEC	SECTION
W/	WITH
PARCEL ID.	PARCEL IDENTIFICATION

Parcel Line Table

Line #	Direction	Length
L1	N0° 17' 43"E	911.15
L2	S78° 13' 56"W	378.89
L3	N10° 03' 14"W	46.94
L4	N82° 54' 03"E	148.06
L5	N0° 59' 54"E	12.45
L6	N79° 54' 41"E	212.32
L7	N6° 20' 48"W	402.67

Parcel Line Table

Line #	Direction	Length
L8	N89° 28' 13"E	69.73
L9	N89° 27' 12"E	93.39
L10	N83° 01' 29"E	168.59
L11	S88° 56' 56"E	563.83
L12	S89° 44' 26"E	217.05



NOTES:

1.) THIS IS A NOT BOUNDARY SURVEY
2.) THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
3.) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
4.) LINE 2 (L2) IS THE EASTERLY EXTENSION OF THE NORTHERLY EDGE OF A 6 FOOT WOOD FENCED ENCLOSURE FOR THE RECLAIMED WATER PUMP STATION.

Terry Durden

Digitally signed by Terry Durden
DN: E=tdurden@drmp.com, CN=Terry Durden, OU=DRMP Active Users, DC=drmp1, DC=com
Date: 2025.06.30 12:47:19-04'00'

Terry M. Durden,
Florida PSM #5261
Not Valid Without The Digital Signature Of A Florida Licensed Surveyor & Mapper

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
LB# 2648
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 824-3086 FAX (904) 824-5753

PROJECT No:	21-00206.015
SKETCH DATE:	6-24-25
CAD FILE:	21-00206 ESMNT1.DWG
CHECKED BY:	TMD
DRAWN BY:	MRB
FIELD WORK:	A.B.
FB: SA 14	PG.: 50

AGENDA MEMORANDUM

FROM:	Eric Head, Community Services Director
SUBJECT:	The Citrus County Historical Society, Inc., Resolution and Lease Agreement
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Attached to the subject agenda item is a Resolution and Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, for the building known as the Historic Citrus County Courthouse, located at One Courthouse Square, Inverness, Florida. This lease is for the purpose of providing services to the community that are considered to be in the nature of public services, for a period of five (5) calendar years, beginning June 1, 2026, and ending on May 31, 2031. The monthly rent shall be one dollar ($1.00) per year.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-362500	Rents Non Profits	NA	NA	NA	NA

Annual Rent $1.00

RECOMMENDED ACTION:

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

the request from The Citrus County Historical Society, Inc. to lease property owned by the County.
c. Approve and authorize the Chairman to execute the Lease Agreement for a period of five (5) calendar years beginning June 1, 2026, and ending on May 31, 2031, and the monthly rent shall be one dollar ($1.00) per year. **(Eric Head, Community Services Director)**

ATTACHMENTS:
1. 1c Supporting Documents
2. 1d Supporting Lease - Lease Only

RESOLUTION NO. 2026 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA AUTHORIZING LEASE OF SPACE TO THE CITRUS COUNTY HISTORICAL SOCIETY, INC., A FLORIDA NOT FOR PROFIT CORPORATION

WHEREAS, Section 125.38, Florida Statutes, provides the general provisions with regard to how the County may acquire, lease and dispose of real property, and

WHEREAS, Citrus County, Florida owns the building known as the Historic Citrus County Courthouse located at One Courthouse Square, Inverness, Florida, 34450, and,

WHEREAS, said property will not be used for County Offices, except the Office of Historical Resources, and,

WHEREAS the Historic Courthouse is a multi-use center that includes a resource center for the preservation and furtherance of knowledge of the history of Citrus County, Florida; and

WHEREAS the Historic Courthouse is a place where schools, businesses, service clubs, social groups and cultural organizations and private individuals have an opportunity to gather for ceremonial functions, meetings, lectures, exhibits, and theatrical performances, and as a fundraising mechanism to support the operation of the Old Courthouse Heritage Museum, a cultural icon of the County; and

WHEREAS the Society has agreed to assist the Office of Historical Resources in the management and provision of these services and opportunities for all citizens of Citrus County, Florida, therefore, the parties wish to enter into a Lease Agreement defining their rights, duties and responsibilities relating to the premises.

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that leasing the building to The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, is clearly within the community's best interest and welfare and will benefit Citrus County, Florida, and its citizens, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that not all of the space is needed for use by the County at this time, and

WHEREAS, Section 125.38, Florida Statutes, provides that the County may enact a resolution for the lease of real property to a not-for-profit, and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County to execute a lease agreement with The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, for portions of the building known as the Historic Citrus

County Courthouse and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, in regular session this 26 day of May, 2026, as follows:

1. The above “whereas clauses” are true and correct and incorporated herein by reference.

2. The first floor of the building known as the Historic Citrus County Courthouse located at One Courthouse Square, Inverness, Florida, 34450, is not needed for County purposes at this time other than to house the Office of Historic Resources.

3. The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, desires to lease the first floor of the building for a term of five years for the purpose of providing a place for the operation of the Old Courthouse Heritage Museum and associated galleries where schools, businesses, service clubs, social groups and cultural organizations can gather for ceremonial functions, meetings, lectures, exhibits, and theatrical performances; and as a fundraising mechanism to support the operation of the Museum.

4. Said use is within the best interest and welfare of Citrus County and thus satisfies the requirements of Section 125.38, Florida Statutes.

5. The rate and term of the lease shall be in accordance with the Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit “A.”

6. That given the foregoing, the Board of County Commissioner of Citrus County, Florida, by these presents, expresses its intent to enter into the Lease Agreement, with The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, and authorizes the Chairman, or Vice Chair, respectively, to execute same.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ BY: _____
TRACI PERRY, CLERK DIANA FINEGAN, CHAIRMAN

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

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

EXHIBIT "A"

LEASE AGREEMENT
THE CITRUS COUNTY HISTORICAL SOCIETY, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

LEASE AGREEMENT

The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the 26th day of __May_, 2026, by and between **CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida,** (hereinafter referred to as "COUNTY" or "LESSOR"), and **THE CITRUS COUNTY HISTORICAL SOCIETY, INC., a Florida Not For Profit Corporation**, (hereinafter referred to as "LESSEE"), (collectively referred to as "PARTIES") is for the purpose of establishing each Party's rights and obligations concerning the lease of the building known as the Historic Citrus County Courthouse, located at One Courthouse Square, Inverness, Florida.

RECITALS:

WHEREAS, COUNTY is the owner of the building known as the Historic Citrus County Courthouse located at One Courthouse Square, Inverness, Florida; and

WHEREAS, not all of said property is used for County Offices, except the Office of Historical Resources, and,

WHEREAS, LESSEE is a Florida Not for Profit Corporation that provides services to the community that are considered by the County to be in the nature of public services; and

WHEREAS, LESSEE desires to lease the first floor of the Historic Citrus County Courthouse, except that space occupied by the Office of Historic Resources, said leased portion of the property being referred to hereinafter as the "PREMISES".

NOW THEREFORE, in exchange for the consideration of the mutual promises, covenants, and conditions contained herein below, the adequacy and sufficiency of which consideration is hereby acknowledged, the PARTIES agree to be legally bound as follows:

I. Recitals. The above recitals are true and correct and are incorporated herein by reference as though fully set forth herein.

II. Term of Lease. The effective period of this Lease Agreement shall be for the period of five years, beginning June 1, 2026, and ending on May 31, 2031.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, inclusive, of the PREMISES, however, the common areas and elevators are to be made available to the public and judiciary to gain access to the courtroom on the second floor. The restrooms and other common areas are also to be made available to the public. Although the second floor of the Historic Courthouse is not part of this Lease

Agreement, LESSEE may use the second floor for events coordinated around judiciary or County functions.

IV. Rent. Rent due under this Lease Agreement shall be one dollar ($1.00) per year, as LESSOR recognizes that LESSEE'S services to the Community represent a good and valuable consideration for the use of the PREMISES.

V. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof, nor use the PREMISES, or any part thereof, nor permit the same, or any part thereof, for any other purpose than as herein stated. LESSEE shall not let or sublet any portion of the PREMISES without the express written permission of LESSOR.

LESSOR agrees that the LESSEE may charge rental for the use of the facility by local groups for purposes stated herein, and that all funds generated by the LESSEE through space rentals and other activities held by the LESSEE at the facility shall be used solely for the operation and improvement of the program of the LESSEE.

The PARTIES agree that use of the grounds (One Courthouse Square) for other than Society sponsored purposes, shall be at the discretion of the County, and all requests for use of same shall be directed to the County.

VI. Fixtures, Alterations & Modifications of PREMISES. LESSEE shall not make any alteration or addition to the PREMISES without the written consent of LESSOR. LESSEE shall not add or modify any permanent fixtures without the written consent of LESSOR. In the event that any such fixtures should be allowed, such shall remain the property of LESSOR at the expiration or termination of this Lease Agreement.

VII. Risk of Loss. LESSOR shall assume the risk of loss of the PREMISES, unless caused by negligence of LESSEE. LESSEE shall assume all risk of loss of all fixtures and personal property located at the PREMISES. LESSOR shall not be liable for any damage to movable fixtures or any personal property of LESSEE, occupant, or other third party from any catastrophic loss, act of negligence of LESSEE, any co-tenant, occupants, other third party upon the PREMISES, or of any other person or cause whomsoever or whatsoever.

VIII. Compliance with Laws and Regulations. 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 said PREMISES, including but not limited to the prevention and abatement of nuisances upon or connected with use of the PREMISES.

IX. Damage to Premise and Contents. In the event of a partial destruction of the PREMISES during the term hereof, except that destruction that has been caused by the negligent or intentional acts of LESSEE, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this

Lease. If such repairs cannot be made within sixty (60) days, LESSOR, at its option, may make the same within a reasonable time. In the event that LESSOR shall not elect to make repairs which cannot be made within sixty (60) days, this Lease Agreement may be terminated at the option of either party. In the event that the building in which the demised PREMISES may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, LESSOR may elect to terminate this Lease Agreement whether the demised PREMISES be injured or not. A total destruction of the building in which the PREMISES may be situated shall terminate this Lease Agreement.

X. Abandonment, Re-entry, and Acceleration of Rents. If LESSEE shall abandon or vacate said PREMISES before the end of the term of this Lease Agreement, LESSOR may, at its option, forthwith cancel this Lease Agreement and may re-enter and take lawful possession and control of said PREMISES, by force or otherwise, without being liable in any way therefore.

XI. Maintenance and Repairs. LESSOR agrees to pay all charges for all utility services, and will provide janitorial service, waste disposal, daily cleaning, and care of the grounds. LESSOR shall perform the building's preservation maintenance as required by grant contracts with the State of Florida, and will continue to do so after grant obligations are met.

XII. Inspections. LESSOR, or any of its officers, employees or agents, shall have the right but not the responsibility to enter said 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 said PREMISES at any time for the purpose of preventing damage to the PREMISES or the commission of waste thereupon. LESSOR, or any of its officers, employees or agents, shall have the right but not the obligation to enter such PREMISES.

XIII. Acceptance and Waiver of Condition of PREMISES. LESSEE has inspected PREMISES and hereby accepts the leased area in the condition it is in at the beginning of this Lease Agreement. LESSEE agrees to maintain the PREMISES in a physical condition that renders it sufficient for occupation. LESSOR makes no representations regarding the condition of the PREMISES in any respect whatsoever.

XIV. Liability for Damage or Injury. It is expressly agreed upon and understood by and between the parties to this Agreement, that LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any other person, or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XV. Records. LESSEE will keep and maintain public records required by LESSOR. Upon request from LESSOR’s custodian of public records, LESSEE will provide LESSOR 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.

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 the Agreement and following completion of the 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 keep and maintain public records required by LESSOR. 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 shall enforce the contract provisions in accordance with the contract.

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 MIKE BRIDGESTHE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: 352-527-5235; EMAIL: RMLO@CITRUSBOCC.GOV

XVI. Indemnification. 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, caused by intentional or negligent act of, or omission of, LESSEE, 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 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 Lease Agreement may be retained by LESSOR until all of LESSOR's

claims for indemnification pursuant to this Lease Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LESSOR.

XVII. Breach of Contract & Cure. The Party alleging breach of this Lease Agreement shall serve upon the other Party written notice indicating the provision of this Lease that is being violated. The Party in breach shall have ten (10) days upon such notice within which to remedy or cure the breach. If the cure cannot be affected within the time period allowed, the non-breaching Party may terminate this Lease Agreement immediately upon written notice of termination. The uncured breach of any material provision of this Lease Agreement shall be considered a default, entitling the non-breaching party to any remedy available at law or in equity. The failure of a party to provide notice of any breach of this Lease Agreement in any one instance shall not constitute a waiver of any subsequent breach of the same or other provision of this Lease Agreement in any other instance.

XVIII. Insolvency/Bankruptcy. If LESSEE shall become insolvent or if bankruptcy proceedings shall be initiated by or against LESSEE before the term of this Agreement expires, LESSOR may, at its sole option, elect to accept such satisfaction from LESSEE, its receiver, trustee, or other judicial officer and cancel this Agreement, or LESSOR may pursue its legal and equitable rights against LESSEE. In no instance shall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, or interest in or to the above described PREMISES by virtue of this Lease Agreement.

XIX. Parties. This Lease Agreement shall be binding upon LESSOR and LESSEE and their officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

XX. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, to the County Administrator at 3600 West Sovereign Path, Suite 267, Lecanto, Florida 34461, shall constitute sufficient notice to LESSOR under this Agreement, and written notice mailed by First Class U.S. Mail or hand delivered by LESSOR to The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, One Courthouse Square, Inverness, Florida, 34450, shall constitute sufficient notice to LESSEE under this agreement.

XXI. Cumulative Rights. The rights of LESSOR under the foregoing shall be cumulative, and failure on the part of LESSOR to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

XXII. Insurance. Insurance requirements will be as specified in Exhibit “A” attached hereto and made part hereof.

XXIII. Authorized Activities. LESSEE may use the PREMISES for the purpose of providing a place where schools, businesses, service clubs, social groups and cultural organizations and private individuals can gather, ceremonial functions, meeting, lectures,

exhibits, and theatrical performances and as a fundraising mechanism to support the operation of the Old Courthouse Heritage Museum, a cultural icon of the County

XXIV. Identity of Interest. The execution of this Lease Agreement or the performance of any of the terms hereof shall not be deemed or construed in any way to have the effect of creating, between LESSOR and LESSEE, the relationship of principal and agent or of a partnership, joint venture, or other relationship between the parties hereto other than solely that of LESSOR and LESSEE. This Lease Agreement shall not be construed to create in LESSEE any right of ownership, possession, or control of the PREMISES other than as expressly set forth herein. Further, this Lease Agreement shall not be construed to be a waiver of sovereign immunity. This Lease Agreement shall also not be construed to create any right bestowed upon any third parties.

XXV. Non-Discrimination. Both Parties to this Lease Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, creed, handicap or veteran's status in the use of the PREMISES pursuant to this Lease Agreement.

XXVI. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon thirty (30) days written notice tendered to the other Party of the intent to terminate this Agreement. In the event the property is not used, or ceases to be used, for the purpose set forth herein, the lease term shall immediately cease and Lessor shall have the right to reenter the property.

XXVII. Amendments. No amendment or modification of this Lease Agreement, or any part hereof, shall be valid or effective unless in writing and signed by all Parties hereto. No waiver of any term, condition, provision, or breach of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXIII. Integration. This Lease Agreement constitutes the entire agreement between the Parties hereto. All prior written or oral agreements, representations, or understandings between the Parties on the same subject matter are of no force or effect whatsoever.

XXIX. Governing Law & Venue. This Lease Agreement and the rights and responsibilities of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising under any provision of this Lease Agreement shall be the appropriate State Court in Citrus County, Florida, and any Appellate Court having jurisdiction.

XXX. Anti-Human Trafficking. The undersigned, on behalf of the Lessee, hereby attests under penalty of perjury that the Lessee does not use coercion for labor or services as defined in Section 787.06 of the Florida Statues.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed, the day and year above written:

LESSEE:

THE CITRUS COUNTY HISTORICAL SOCIETY, INC., a Florida Not for Profit Corporation

BY:_____
Robert W. Croft, President

_____
Witness

_____
Printed Name

_____
Address

_____
Witness

_____
Printed Name

_____
Address

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or☐ online notarization, this _____ day of _____, 2026, by Robert W. Croft, as President of The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2026.

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

ATTEST:

LESSOR:
CITRUS COUNTY, FLORIDA

_____
Traci Perry, Clerk

BY_____
Diana Finegan, Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

EXHIBIT “A”

**CITRUS COUNTY,
FLORIDA**

MINIMUM INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY

1.) Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

B. OTHER INSURANCE PROVISIONS

1) The Lessee shall provide a Certificate of Insurance to the County with a thirty (30) day notice ofcancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2) The project's proposal number should be noted on the certificate.

3) The Lessee 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 Lessee 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 bythe County. In addition, a minimum 30-day notification

clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County,its officials, employees or volunteers shall be excess of Lessee's insurance and shall be non- contributory.

7) **For all policies of insurance:** The Lessee, and its insurance carrier, **waive all subrogation rights** against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

9) It is the Lessee's responsibility to insure that all sub-Lessees comply with these insurance requirements. Lessees shall include all sub-Lessees as insured under its policies or shall furnish separate certificates and endorsements for each sub-Lessee. All coverages for sub- Lessees 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 Lessee's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register

is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

Client#: 717744 CITRUCOUNT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency
Bouchard Region
101 N. Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C. No. Ext): 727 447-6481 FAX (A/C. No):
E-MAIL ADDRESS: clcerts@marshmma.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : Alliance of Nonprofits for Ins 10023
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Citrus County Historical Society, Inc.
1 Courthouse Square
Inverness, FL 34450

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	02CP00523220108	10/17/2025	10/17/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	D&O Liability			02CP00523220108	10/17/2025	10/17/2026	1,000,000/2,000,000	
A	Liquor Liability			02CP00523220108	10/17/2025	10/17/2026	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 included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability when required by written contract, agreement or permit (See Attached Descriptions)

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida, 3600 W Sovereign Path Suite 180
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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RCJXR

LEASE AGREEMENT

The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the 26th day of __May_, 2026, by and between **CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida,** (hereinafter referred to as "COUNTY" or "LESSOR"), and **THE CITRUS COUNTY HISTORICAL SOCIETY, INC., a Florida Not For Profit Corporation**, (hereinafter referred to as "LESSEE"), (collectively referred to as "PARTIES") is for the purpose of establishing each Party's rights and obligations concerning the lease of the building known as the Historic Citrus County Courthouse, located at One Courthouse Square, Inverness, Florida.

RECITALS:

WHEREAS, COUNTY is the owner of the building known as the Historic Citrus County Courthouse located at One Courthouse Square, Inverness, Florida; and

WHEREAS, not all of said property is used for County Offices, except the Office of Historical Resources, and,

WHEREAS, LESSEE is a Florida Not for Profit Corporation that provides services to the community that are considered by the County to be in the nature of public services; and

WHEREAS, LESSEE desires to lease the first floor of the Historic Citrus County Courthouse, except that space occupied by the Office of Historic Resources, said leased portion of the property being referred to hereinafter as the "PREMISES".

NOW THEREFORE, in exchange for the consideration of the mutual promises, covenants, and conditions contained herein below, the adequacy and sufficiency of which consideration is hereby acknowledged, the PARTIES agree to be legally bound as follows:

I. Recitals. The above recitals are true and correct and are incorporated herein by reference as though fully set forth herein.

II. Term of Lease. The effective period of this Lease Agreement shall be for the period of five years, beginning June 1, 2026, and ending on May 31, 2031.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, inclusive, of the PREMISES, however, the common areas and elevators are to be made available to the public and judiciary to gain access to the courtroom on the second floor. The restrooms and other common areas are also to be made available to the public. Although the second floor of the Historic Courthouse is not part of this Lease

Agreement, LESSEE may use the second floor for events coordinated around judiciary or County functions.

IV. Rent. Rent due under this Lease Agreement shall be one dollar ($1.00) per year, as LESSOR recognizes that LESSEE'S services to the Community represent a good and valuable consideration for the use of the PREMISES.

V. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof, nor use the PREMISES, or any part thereof, nor permit the same, or any part thereof, for any other purpose than as herein stated. LESSEE shall not let or sublet any portion of the PREMISES without the express written permission of LESSOR.

LESSOR agrees that the LESSEE may charge rental for the use of the facility by local groups for purposes stated herein, and that all funds generated by the LESSEE through space rentals and other activities held by the LESSEE at the facility shall be used solely for the operation and improvement of the program of the LESSEE.

The PARTIES agree that use of the grounds (One Courthouse Square) for other than Society sponsored purposes, shall be at the discretion of the County, and all requests for use of same shall be directed to the County.

VI. Fixtures, Alterations & Modifications of PREMISES. LESSEE shall not make any alteration or addition to the PREMISES without the written consent of LESSOR. LESSEE shall not add or modify any permanent fixtures without the written consent of LESSOR. In the event that any such fixtures should be allowed, such shall remain the property of LESSOR at the expiration or termination of this Lease Agreement.

VII. Risk of Loss. LESSOR shall assume the risk of loss of the PREMISES, unless caused by negligence of LESSEE. LESSEE shall assume all risk of loss of all fixtures and personal property located at the PREMISES. LESSOR shall not be liable for any damage to movable fixtures or any personal property of LESSEE, occupant, or other third party from any catastrophic loss, act of negligence of LESSEE, any co-tenant, occupants, other third party upon the PREMISES, or of any other person or cause whomsoever or whatsoever.

VIII. Compliance with Laws and Regulations. 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 said PREMISES, including but not limited to the prevention and abatement of nuisances upon or connected with use of the PREMISES.

IX. Damage to Premise and Contents. In the event of a partial destruction of the PREMISES during the term hereof, except that destruction that has been caused by the negligent or intentional acts of LESSEE, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this

Lease. If such repairs cannot be made within sixty (60) days, LESSOR, at its option, may make the same within a reasonable time. In the event that LESSOR shall not elect to make repairs which cannot be made within sixty (60) days, this Lease Agreement may be terminated at the option of either party. In the event that the building in which the demised PREMISES may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, LESSOR may elect to terminate this Lease Agreement whether the demised PREMISES be injured or not. A total destruction of the building in which the PREMISES may be situated shall terminate this Lease Agreement.

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XI. Maintenance and Repairs. LESSOR agrees to pay all charges for all utility services, and will provide janitorial service, waste disposal, daily cleaning, and care of the grounds. LESSOR shall perform the building's preservation maintenance as required by grant contracts with the State of Florida, and will continue to do so after grant obligations are met.

XII. Inspections. LESSOR, or any of its officers, employees or agents, shall have the right but not the responsibility to enter said 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 said PREMISES at any time for the purpose of preventing damage to the PREMISES or the commission of waste thereupon. LESSOR, or any of its officers, employees or agents, shall have the right but not the obligation to enter such PREMISES.

XIII. Acceptance and Waiver of Condition of PREMISES. LESSEE has inspected PREMISES and hereby accepts the leased area in the condition it is in at the beginning of this Lease Agreement. LESSEE agrees to maintain the PREMISES in a physical condition that renders it sufficient for occupation. LESSOR makes no representations regarding the condition of the PREMISES in any respect whatsoever.

XIV. Liability for Damage or Injury. It is expressly agreed upon and understood by and between the parties to this Agreement, that LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any other person, or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XV. Records. LESSEE will keep and maintain public records required by LESSOR. Upon request from LESSOR's custodian of public records, LESSEE will provide LESSOR 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.

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 the Agreement and following completion of the 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 keep and maintain public records required by LESSOR. 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 shall enforce the contract provisions in accordance with the contract.

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 MIKE BRIDGESTHE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: 352-527-5235; EMAIL: RMLO@CITRUSBOCC.GOV

XVI. Indemnification. 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, caused by intentional or negligent act of, or omission of, LESSEE, 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 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 Lease Agreement may be retained by LESSOR until all of LESSOR's

claims for indemnification pursuant to this Lease Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LESSOR.

XVII. Breach of Contract & Cure. The Party alleging breach of this Lease Agreement shall serve upon the other Party written notice indicating the provision of this Lease that is being violated. The Party in breach shall have ten (10) days upon such notice within which to remedy or cure the breach. If the cure cannot be affected within the time period allowed, the non-breaching Party may terminate this Lease Agreement immediately upon written notice of termination. The uncured breach of any material provision of this Lease Agreement shall be considered a default, entitling the non-breaching party to any remedy available at law or in equity. The failure of a party to provide notice of any breach of this Lease Agreement in any one instance shall not constitute a waiver of any subsequent breach of the same or other provision of this Lease Agreement in any other instance.

XVIII. Insolvency/Bankruptcy. If LESSEE shall become insolvent or if bankruptcy proceedings shall be initiated by or against LESSEE before the term of this Agreement expires, LESSOR may, at its sole option, elect to accept such satisfaction from LESSEE, its receiver, trustee, or other judicial officer and cancel this Agreement, or LESSOR may pursue its legal and equitable rights against LESSEE. In no instance shall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, or interest in or to the above described PREMISES by virtue of this Lease Agreement.

XIX. Parties. This Lease Agreement shall be binding upon LESSOR and LESSEE and their officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

XX. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, to the County Administrator at 3600 West Sovereign Path, Suite 267, Lecanto, Florida 34461, shall constitute sufficient notice to LESSOR under this Agreement, and written notice mailed by First Class U.S. Mail or hand delivered by LESSOR to The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, One Courthouse Square, Inverness, Florida, 34450, shall constitute sufficient notice to LESSEE under this agreement.

XXI. Cumulative Rights. The rights of LESSOR under the foregoing shall be cumulative, and failure on the part of LESSOR to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

XXII. Insurance. Insurance requirements will be as specified in Exhibit "A" attached hereto and made part hereof.

XXIII. Authorized Activities. LESSEE may use the PREMISES for the purpose of providing a place where schools, businesses, service clubs, social groups and cultural organizations and private individuals can gather, ceremonial functions, meeting, lectures,

exhibits, and theatrical performances and as a fundraising mechanism to support the operation of the Old Courthouse Heritage Museum, a cultural icon of the County

XXIV. Identity of Interest. The execution of this Lease Agreement or the performance of any of the terms hereof shall not be deemed or construed in any way to have the effect of creating, between LESSOR and LESSEE, the relationship of principal and agent or of a partnership, joint venture, or other relationship between the parties hereto other than solely that of LESSOR and LESSEE. This Lease Agreement shall not be construed to create in LESSEE any right of ownership, possession, or control of the PREMISES other than as expressly set forth herein. Further, this Lease Agreement shall not be construed to be a waiver of sovereign immunity. This Lease Agreement shall also not be construed to create any right bestowed upon any third parties.

XXV. Non-Discrimination. Both Parties to this Lease Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, creed, handicap or veteran's status in the use of the PREMISES pursuant to this Lease Agreement.

XXVI. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon thirty (30) days written notice tendered to the other Party of the intent to terminate this Agreement. In the event the property is not used, or ceases to be used, for the purpose set forth herein, the lease term shall immediately cease and Lessor shall have the right to reenter the property.

XXVII. Amendments. No amendment or modification of this Lease Agreement, or any part hereof, shall be valid or effective unless in writing and signed by all Parties hereto. No waiver of any term, condition, provision, or breach of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXIII. Integration. This Lease Agreement constitutes the entire agreement between the Parties hereto. All prior written or oral agreements, representations, or understandings between the Parties on the same subject matter are of no force or effect whatsoever.

XXIX. Governing Law & Venue. This Lease Agreement and the rights and responsibilities of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising under any provision of this Lease Agreement shall be the appropriate State Court in Citrus County, Florida, and any Appellate Court having jurisdiction.

XXX. Anti-Human Trafficking. The undersigned, on behalf of the Lessee, hereby attests under penalty of perjury that the Lessee does not use coercion for labor or services as defined in Section 787.06 of the Florida Statues.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed, the day and year above written:

LESSEE:

THE CITRUS COUNTY HISTORICAL SOCIETY, INC., a Florida Not for Profit Corporation

BY: Robert W. Croft
Robert W. Croft, President

Drew Jordan
Witness

Drew Jordan
Printed Name

8400 S Lake Consuella Dr. Floral City 34436
Address

Theresa Heyde
Witness

Theresa Heyde
Printed Name

11500 W Waterway Dr Homosassa Fl 34448
Address

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 9 day of May, 2026, by Robert W. Croft, as President of The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, who is personally known to me or who produced FLDL as identification.

Witness my hand and official seal this 9 day of May, 2026.

LINDSEY JONES
Notary Public, State of Florida
Commission# HH 295340
My comm. expires July 31, 2026

Lindsey Jones
Notary Public, State of Florida
Printed Name: Lindsey Jones
Commission No. HH 295340
Expiration Date: July 31, 2026

ATTEST:

LESSOR:
CITRUS COUNTY, FLORIDA

_____
Traci Perry, Clerk

BY_____
Diana Finegan, Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

EXHIBIT "A"

**CITRUS COUNTY,
FLORIDA**

MINIMUM INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY

1.) Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

B. OTHER INSURANCE PROVISIONS

1) The Lessee shall provide a Certificate of Insurance to the County with a thirty (30) day notice ofcancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2) The project's proposal number should be noted on the certificate.

3) The Lessee 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 Lessee 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 bythe County. In addition, a minimum 30-day notification

clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County,its officials, employees or volunteers shall be excess of Lessee's insurance and shall be non- contributory.

7) **For all policies of insurance:** The Lessee, and its insurance carrier, **waive all subrogation rights** against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

9) It is the Lessee's responsibility to insure that all sub-Lessees comply with these insurance requirements. Lessees shall include all sub-Lessees as insured under its policies or shall furnish separate certificates and endorsements for each sub-Lessee. All coverages for sub- Lessees 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 Lessee's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register

is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

Client#: 717744 CITRUCOUNT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency
Bouchard Region
101 N. Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C. No. Ext): 727 447-6481 FAX (A/C. No):
E-MAIL ADDRESS: clcerts@marshmma.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : Alliance of Nonprofits for Ins 10023
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Citrus County Historical Society, Inc.
1 Courthouse Square
Inverness, FL 34450

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	02CP00523220108	10/17/2025	10/17/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	D&O Liability			02CP00523220108	10/17/2025	10/17/2026	1,000,000/2,000,000	
A	Liquor Liability			02CP00523220108	10/17/2025	10/17/2026	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 included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability when required by written contract, agreement or permit (See Attached Descriptions)

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida, 3600 W Sovereign Path Suite 180
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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RCJXR

AGENDA MEMORANDUM

FROM:	Denise Lyn, County Attorney
SUBJECT:	Conflict Waiver Regarding SouthState Bank
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

This conflict waiver request is from Michael Wiener of Holland & Knight and is related to the Proposed Bonds or Notes to benefit LifeStream Behavioral Health Center, Inc. and to be purchased by SouthState Bank, N.A. Because Holland & Knight represents SouthState Bank in other unrelated matters, they will need a conflict waiver.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the conflict waiver regarding SouthState Bank, N.A. **(Denise A. Dymond Lyn, County Attorney)**

ATTACHMENTS:

1. Conflict Waiver letter from Citrus re SouthState Bank - Citrus Loan to LifeStream

Holland & Knight

100 North Tampa Street, Suite 4100 | Tampa, Florida 33602 | T 813.227.8500
Holland & Knight LLP | www.hklaw.com

Michael L. Wiener
863 499 5362
michael.wiener@hklaw.com

April 20, 2026

Denise A. Dymond Lyn
County Attorney
110 N. Apopka Avenue
Inverness, FL 34450

Re: Conflict Waiver for Proposed Bonds or Notes to benefit LifeStream Behavioral Health Cener, Inc. and to be purchased by SouthState Bank, N.A.

Dear Denise:

This is to request from you, on behalf of Citrus County, Florida (the "County"), to waive any objection to the potential conflict of interest with respect to (1) Holland & Knight LLP's representation of the County in connection with the above-referenced financing where SouthState Bank, N.A. (the "Lender"), has agreed to purchase the bonds or notes to be issued by the County for the benefit of LifeStream Behavioral Health Center, Inc., and (2) Holland & Knight LLP's representation of the Lender with respect to various unrelated matters.

The applicable ethics rules permit us to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing.

We hereby confirm to you that, after fully disclosing to you the circumstances of this matter, we are able to provide competent and diligent representation to the County and the Lender. We further confirm to you that we are seeking consent from the Lender.

In addition, by agreeing to waive any objection to the conflict, the County and the Lender agree that, in the event litigation develops between them related to the loan, each client will retain separate and independent counsel outside Holland & Knight LLP to handle pre-litigation and litigation work, and Holland & Knight LLP will not represent any such party in such a situation. However, each party has agreed that Holland & Knight LLP may continue to provide services to the County on all other matters, including continued services as the County's bond counsel, notwithstanding such adversity.

Under these circumstances, if you agree that Holland & Knight LLP may undertake the concurrent representations of the County and the Lender in the above-described matter and any future financings with the Lender, and that you are waiving any objection to the conflict with respect to such concurrent representations, please indicate your informed consent and waiver by signing below. Please email an executed copy to me as soon as possible.

Thank you. We look forward to working with you again.

Sincerely yours,

HOLLAND & KNIGHT LLP



Michael L. Wiener

MLW/lcm
#535986910_v1

CONFLICT WAIVER

Citrus County, Florida hereby provides informed consent to and waives any objection to the conflict of interest in Holland & Knight LLP's concurrent representation of SouthState Bank, N.A., or an affiliate thereof, in the unrelated matters as described in the aforesaid circumstances.

CITRUS COUNTY, FLORIDA

By:_____
Name:_____
Title:_____
Dated:_____

AGENDA MEMORANDUM

FROM:	Tonya Turner, Land Section
SUBJECT:	Authorization to Solicit Professional Appraisal Services for AK 1146577 – 5456 S. Cherokee Way, Homosassa
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Citrus County Florida was contacted by the owner of the property located at 5456 S. Cherokee Way, Homosassa (AK 1146577) to inquire whether the County has any interest in acquiring the parcel, which is situated near MacRae's boat ramp.

The MacRae's boat ramp area has been observed by staff to experience parking constraints during peak recreational periods and appears to have limited dedicated pedestrian infrastructure based on site observations. Available on-site parking appears limited, and staff observations indicate that vehicles and boat trailers may utilize adjacent roadway shoulders during periods of high demand. These conditions may contribute to congestion along nearby local roads and may create operational inefficiencies and potential public safety concerns, particularly given the volume of recreational traffic in the Homosassa waterfront area.

The proposed acquisition is intended to formalize and expand parking capacity, reduce the need for informal roadside parking, and improve overall access and circulation to the boat ramp.

Staff respectfully requests authorization from the Board of County Commissioners to obtain professional appraisal services, along with title search and closing services, for the subject property. This authorization will allow staff to secure the independent valuations and due-diligence documentation necessary to assess the feasibility of a potential acquisition. Based on the Property Appraiser's value of the property two (2) appraisals will be required. Typical appraisal costs range from $1,500 to $3,500 each.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2101-53100	Professional Services	241,220	104,718	80,000	56,502

RECOMMENDED ACTION:

Approve and authorize the Chairman to direct staff to proceed with soliciting appraisal services, title search and closing services for the subject property. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:

1. 1b Supporting Docs

Property Analysis & Acquisition Justification: 5456 S Cherokee Way, Homosassa, Florida

Project Purpose

Citrus County is evaluating acquisition of the subject parcel for the purpose of demolition of the existing structure, which has reportedly experienced flooding, and redevelopment of the site as overflow parking to support the MacRae's Boat Ramp facility.

The MacRae's boat ramp area has been observed by staff to experience parking constraints during peak recreational periods and appears to have limited dedicated pedestrian infrastructure based on site observations. Available on-site parking appears limited, and staff observations indicate that vehicles and boat trailers may utilize adjacent roadway shoulders during periods of high demand. These conditions may contribute to congestion along nearby local roads and may create operational inefficiencies and potential public safety concerns, particularly given the volume of recreational traffic in the Homosassa waterfront area.

The proposed project is intended to formalize and expand parking capacity, reduce the need for informal roadside parking, and improve overall access and circulation to the boat ramp.

Site Overview

The subject property is a 0.85-acre parcel located at 5456 S Cherokee Way in Homosassa, within unincorporated Citrus County. The parcel is situated west of U.S. Highway 19 in proximity to MacRae's Boat Ramp.

The site is currently owned by Church of Jesus Christ of Homosassa Springs, Inc. and is classified as a religious use property. It includes one primary structure and associated site improvements, including asphalt paving and a small utility building.

Existing Conditions

Based on available mapping and site observations, the property appears generally flat, with minimal topographic variation. Property Appraiser data indicates approximately 10,958 square feet of asphalt paving, which may provide potential for partial reuse depending on final site design and engineering evaluation.

The property is developed with an existing building; however, based on reported conditions, the structure has experienced flooding and may be functionally obsolete for continued use. As a result, demolition may be required as part of any redevelopment effort.

Based on available utility information, the property is served by electric service and is located within the Homosassa Special Water District. Wastewater service appears to be provided via an onsite septic system, with no known connection to central sewer.

According to County zoning and future land use mapping, the parcel is currently zoned Coastal/Lakes Residential – Mobile Homes Allowed (CLR-MH), and the surrounding area reflects a mix of residential and waterfront-supportive uses. The applicable future land use designation is Low Intensity Coastal Lakes (CL).

Based on FEMA Flood Insurance Rate Map (FIRM) data and County GIS layers, the parcel is located within Flood Zone AE and is identified as a Special Flood Hazard Area. Available mapping indicates a base flood elevation in this general area; however, precise elevations would require confirmation through FEMA documentation or site-specific survey. The site is also located within a designated coastal evacuation zone (Zone A), based on regional evacuation mapping.

Based on regional environmental mapping, the site appears to fall within the Springs Coast Basin Management Action Plan (BMAP) area and a Priority Focus Area (PFA) associated with the Homosassa Springs system.

Collectively, these mapped and observed conditions may limit the feasibility of vertical development and support consideration of lower-intensity uses, such as parking, that can be designed to accommodate floodplain and environmental constraints.

Physical & Functional Constraints

Several site characteristics may influence redevelopment potential:

- Limited site size (approximately 0.85 acres), which may constrain large-scale or high-intensity development
- Floodplain location and low elevation, which may require stormwater management and grading considerations
- Environmental sensitivity, which may introduce additional regulatory review requirements
- Septic-based service, which may limit development intensity
- Condition of the existing structure, which may necessitate demolition

These constraints may reduce the viability of more intensive development options and support evaluation of lower-intensity, infrastructure-oriented uses.

Property Analysis & Acquisition Justification: 5456 S Cherokee Way, Homosassa, Florida

Suitability for Proposed Use

Despite the noted constraints, the property possesses several characteristics that, based on preliminary staff assessment, may support its use as overflow parking:

- Proximity to MacRae's boat ramp and waterfront access points
- Presence of existing site improvements (paving) that may be partially reusable
- Site size that may be sufficient to accommodate a modest number of trailer parking spaces
- Compatibility of parking use with floodplain and environmental conditions
- Potential to address observed operational and circulation challenges in the surrounding area

Approximate Value

According to the Citrus County Property Appraiser's 2025 assessment, the property has a just value of $316,960, including a land value of $104,350 and an improvement value of $212,610.

The property is currently tax-exempt due to its religious ownership. Upon transfer to County ownership, the parcel would be classified as government-owned property and would not be subject to ad valorem taxation.

Given the reported condition of the structure, the contributory value of improvements may be limited; however, formal valuation would require appraisal and further evaluation. Acquisition discussions would likely consider land value, adjusted based on site conditions and demolition requirements.

Preliminary Use Analysis

Based on the parcel's size, location, floodplain conditions, and proximity to the MacRae's Boat Ramp, and based on preliminary staff assessment, the property appears suitable for consideration as a dedicated overflow parking facility, with a primary emphasis on boat trailer parking. This assessment reflects an initial evaluation of the site's physical characteristics, environmental constraints, and its relationship to an existing public access point.

The proposed use appears generally consistent with the site's planning framework; however, final determination of legal permissibility would require confirmation through Growth Management review, including zoning and land development code analysis.

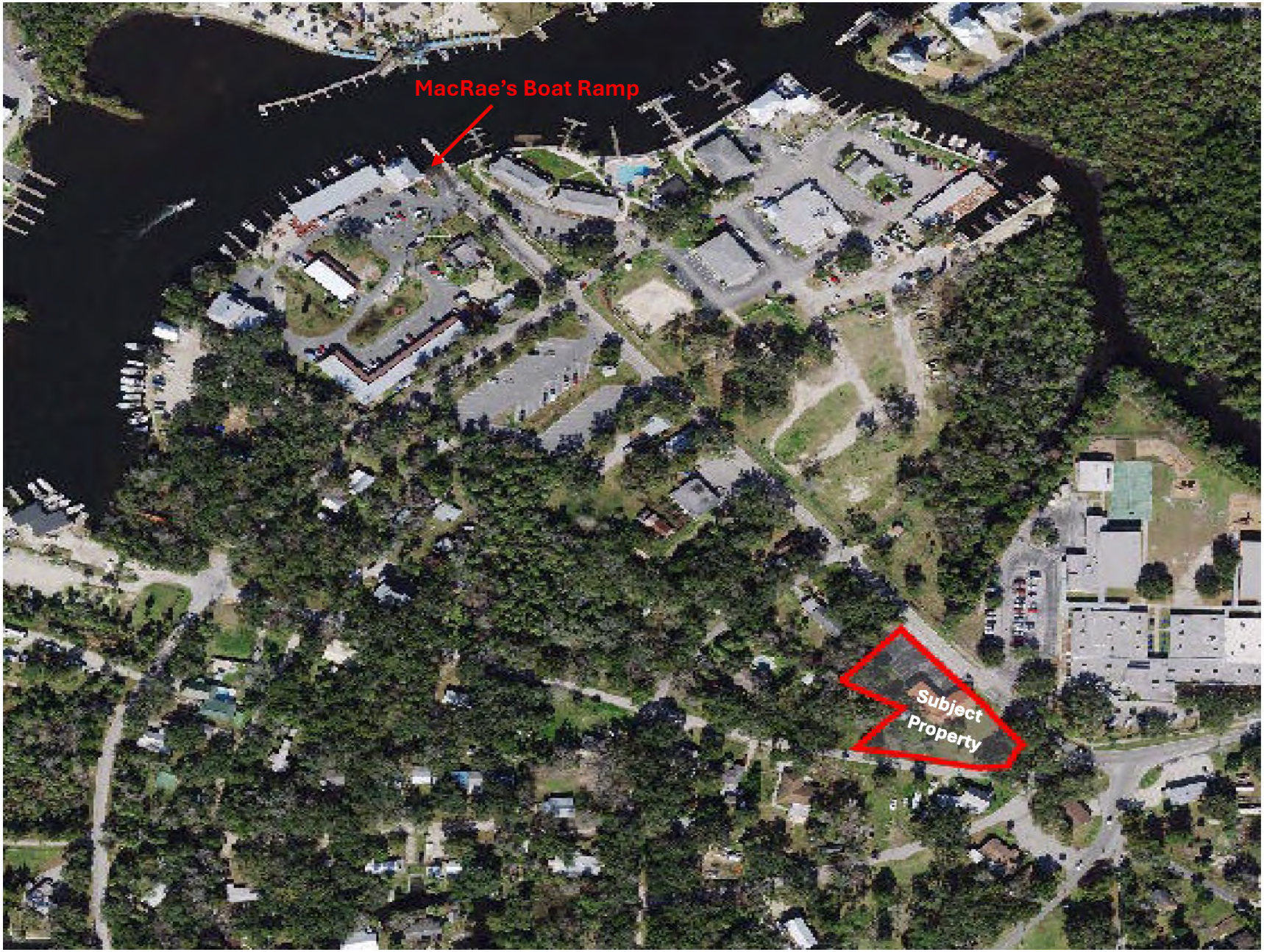
From a physical standpoint, based on available mapping and observations, the site appears capable of supporting the proposed use. The parcel appears relatively flat, partially improved with asphalt, and located near the boat ramp, which may allow it to function as overflow parking. Although the property is located in a flood-prone area and would require appropriate stormwater management and design considerations, these conditions do not necessarily preclude development of a small-scale parking facility.

The proposed use may represent a comparatively lower-cost alternative relative to more intensive development, based on general construction and regulatory considerations associated with development in flood-prone areas; however, detailed cost comparisons would require further analysis.

Based on reported conditions, the existing structure may not represent a strong candidate for reuse due to potential flood impacts, elevation limitations, and reliance on septic infrastructure. As a result, the site's value may be primarily associated with its location and its potential to support improved access and circulation for the boat ramp.

Preliminary layout assumptions suggest the site may accommodate approximately 22 to 35 boat trailer spaces, along with a limited number of standard vehicle spaces; however, actual capacity would be dependent on final engineering design, stormwater requirements, and circulation needs.

The project has the potential to provide several benefits. It may improve safety by reducing the need for informal roadside parking and minimizing conflicts between vehicles, trailers, and pedestrians. It may also improve operational efficiency at the boat ramp by providing more structured overflow capacity. Additionally, the project may support recreational access and tourism by improving access to waterfront resources in the Homosassa area. Over time, it could contribute to a more organized and managed parking system in the vicinity.


MacRae's Boat Ramp
Subject Property

AGENDA MEMORANDUM

FROM:	Carlton Hall, Public Works Director
SUBJECT:	Accept Offer to Purchase Surplus Property
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Staff has confirmed that Citrus County has no current or future use for Parcel AK 1798388, legally described as Lot 18, Block 309, less the North 43 feet and the South 16.92 feet, Inverness Highlands West, Inverness. In accordance with County procedures, the parcel was offered to adjoining property owners, and one response was received. Moon Lake Investments Inc. submitted an offer of $1,200.00.

The Property Appraiser has valued the parcel at $1,150.00. Pursuant to Florida Statute 125.35, Citrus County Code Chapter 2, Article IV.I, and Administrative Regulation 8.03 2, the Board has the authority to accept or reject the offer.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-364220	Surplus	NA	NA	NA	NA

Net Income to Reserve Account: $1,200.00

RECOMMENDED ACTION:

a. Approve the declaration of AK 1798388 Lot 18, Block 309 less North 43 feet and South 16.92 feet Inverness Highlands West, Inverness surplus.

b. Approve the Purchase and Sale agreement with Moon Lake Investments Inc. and authorize Chairman to execute the same.

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

costs associated with these property acquisitions.
d. Approve and Authorize Chairman to sign subsequent County Deed for the property after the County Attorney has reviewed it.
e. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.
f. Authorize staff to deliver deed once deed has been recorded in the Public Record. **(Carlton Hall, Public Works Director)**

ATTACHMENTS:
1. 1c Supporting Documents

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this 25 day of April, 20 26, between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, with an address at 110 N. Apopka Ave., Inverness, Florida 34450, as "Seller" and MOON LAKE INVESTMENTS INC., a Florida Profit Corporation, with an address at 9501 S Istachatta Rd, Floral City, FL 34436 its successors and assigns, as "Purchaser."

For and in consideration of the sum of Ten Dollars ($10.00), the purchase price and the mutual covenants and conditions contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO SELL AND CONVEY:** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's rights, title, and interest in and to the real property located in Citrus County, Florida, described as Exhibit A together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement.

2. **CONTINGENCIES:**

(A) The enforceability of this Agreement against the Seller is wholly contingent upon the approval of this Agreement by the Citrus County Board of County Commissioners and execution by the Chairman of that Board evidencing such approval in a resolution duly adopted by such Board.

(B) Should the Board of County Commissioners fail to approve this Agreement, this Agreement shall be null and void.

(C) This Agreement is exempt from the provisions of Section 119.07, Florida Statutes (Public Records Act) until 30 days before this Agreement is considered for approval by the Board of County Commissioners or 30 days after the termination of negotiations between the parties hereto.

(D) Purchaser understands and acknowledges that this Agreement IS NOT contingent upon Purchaser obtaining financing.

3. **PURCHASE PRICE AND DEPOSIT:**

(A) The purchase price for the Property is One Thousand Two Hundred Dollars ($1,200.00).

(B) An Escrow Deposit of $0 is submitted herewith and will be held by Seller or Seller's Agent. The Deposit will be credited to Purchaser at closing.

4. **MISCELLANEOUS:** The following provisions apply:

(A) SELLER:

i. Seller will

_____
_____
_____
_____

(B) PURCHASER

i. Purchaser will

_____
_____
_____
_____

5. **CLOSING:**

(A) The Closing of the transaction contemplated by this Agreement (the "Closing") shall take place on a date after Board approval that is mutually agreeable to the parties (the "Closing Date"), but no later than 07/01/2026, unless a delay is mutually agreeable to the parties and confirmed in writing. Possession of the Property shall be granted by Seller to Purchaser no later than the Closing Date.

(B) Seller will convey fee simple ownership of the Property to Purchaser at Closing by Statutory Deed pursuant to Section 125.411, Florida Statutes.

(C) Contemporaneously with Seller's performance of its obligations set forth above, at Closing, Purchaser will execute and deliver such other documents as may be required by this Agreement.

(D) Purchaser shall pay all closing costs including any costs related to financing, a title commitment or title insurance.

6. **RISK OF LOSS AND CONDITION OF REAL PROPERTY:** Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted, and Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. The Seller shall not transfer or encumber any interest in the Property prior to closing. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations

under this Agreement.

7. RIGHT TO ENTER PROPERTY AND POSSESSION: Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

8. AS IS: The undersigned Purchaser acknowledges that the Property is being purchased absolutely "As Is" with no warranty whatsoever.

9. PRORATION; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property will be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by proration's. Taxes shall be prorated based on the current year's tax with allowance made for maximum allowable discount. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. Purchaser should not rely on Seller's current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes.

10. DEFAULT: If Purchaser fails, neglects or refuses to perform Purchaser's obligations under this Contract including payment of the Deposit, within the time limits specified, Seller shall retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract. If Seller fails, neglects or refuses to perform Seller's obligations under this Contract within the time limits specified, Seller shall return the Deposit to Purchaser as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract.

11. ASSIGNMENT: This Agreement may not be assigned without Seller's written approval.

12. SEVERABILITY: If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement the enforceability of the remaining provisions of this Agreement shall not be affected.

13. SUCCESSORS IN INTEREST: This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

14. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No

supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

15. AGREEMENT EFFECTIVE DATE: This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

16. ADDENDUM: Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

17. NOTICE: Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

18. SURVIVAL: The covenants, warranties, representations and undertakings set forth in this Agreement and the parties' respective rights and obligations under Section 4 (A) & (B) shall survive and shall continue to be binding upon the Seller and Purchaser as the case may be after Closing.

19. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the Circuit Court in and for Citrus County, Florida, as to State actions, and in the United States District Court for the Middle District of Florida, as to Federal actions.

20. INTERPRETATION: Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

21. AUCTIONEER REMARKS (if purchased at auction): The parties acknowledge that this purchase is being made at a public auction and the Purchaser is thereby bound by the terms and conditions stated in the auctioneer's opening remarks.

22. AUTHORITY OF PARTIES: Seller and Purchaser represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON PURCHASER UPON PURCHASER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[Intentionally left blank)

SELLER:

CITRUS COUNTY, FLORIDA, a Political Subdivision of the State of Florida

ATTEST:

BY: _____
Diana Finegan, Chairman

_____
Traci Perry, Clerk to the Board

APPROVED AS TO FORM:

BY:_____
Denise A. Dymond Lyn, County Attorney

Date Executed:_____

PURCHASER:

Scott K Pres
Moon Lake Investments Inc.
Signature of Purchaser

Moon Lake Investments Inc
Scott Adams Pres
Printed Name

4-25-26
Date Signed by Purchaser

_____
Signature of Purchaser

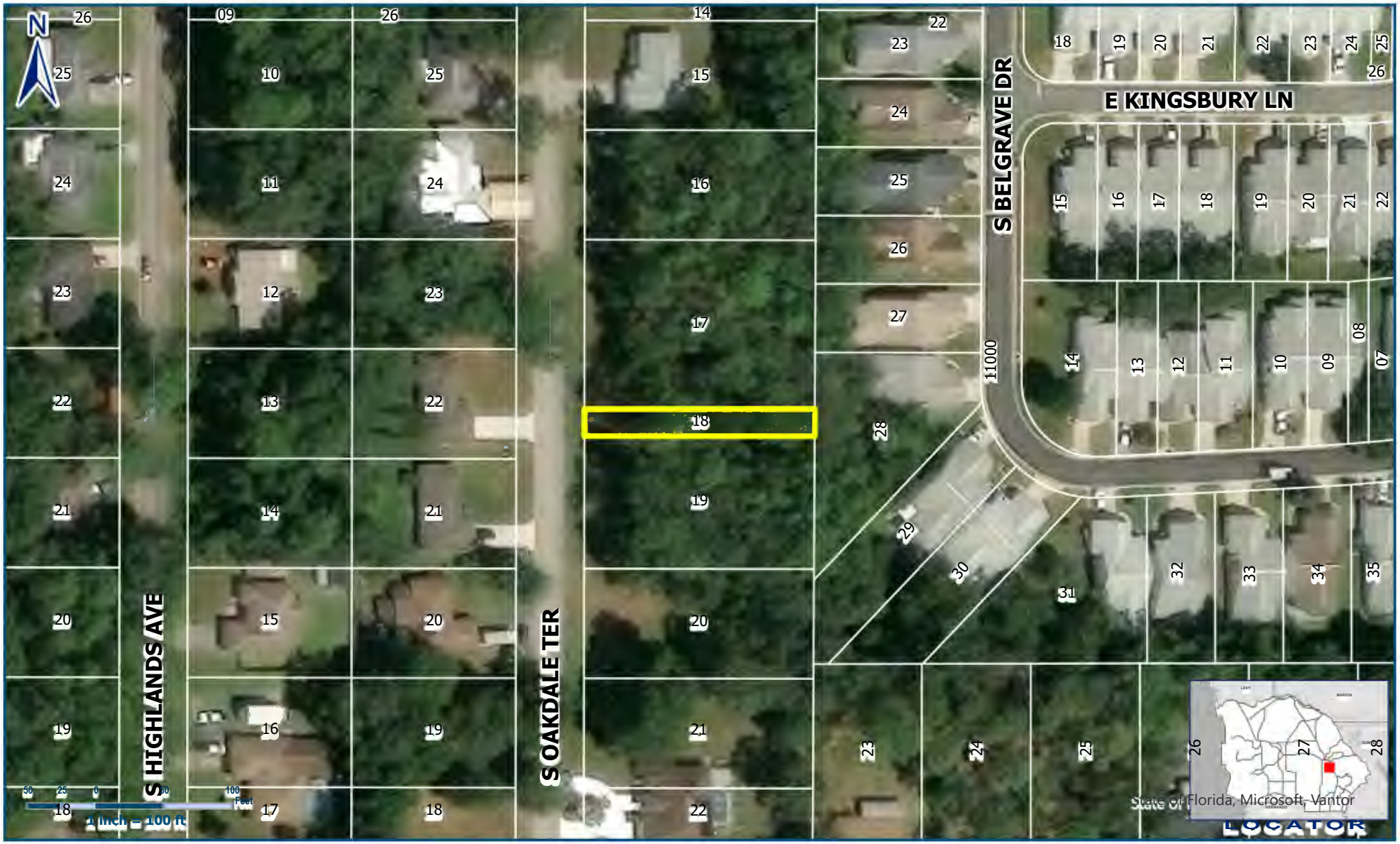
_____
Printed Name

_____
Date signed by Purchaser

EXHIBIT A

ALTERNATE KEY: 1022291 PARCEL ID: 17E17S11 12400

INVERNESS HIGHLANDS WEST, PLAT BOOK 5, PAGE 19, LOT 18, BLOCK 309
LESS NORTH 43 FEET AND SOUTH 16.92 FEET.



Legend

Subject Property

AK 1798388
3523 S Oakdale Terrace, Inverness.
Lot 18, Block 309, less the N 43 ft & the S 16.92 ft
Inverness Highlands West

Geographic Information Systems

Prepared By : Susan O'Connell
Date: April 16, 2026
Source: Enterprise Geodatabase
Map Number: SOP001608

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.

From: Andrew E. Owens
To: Tonya L. Turner
Subject: Re: Possible Surplus Property
Date: Thursday, March 5, 2026 4:10:50 PM

Thank you, Tanya.

Aquatics does not have a need for this parcel @ **3523 S OAKDALE TER , INVERNESS**.

Regards,

~ Andrew

andrew.owens@citrusbocc.com
Office: 352.527.7618
Cell: 352.400.0684

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:06 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
Subject: Possible Surplus Property

Good afternoon,

The Land Section is evaluating the County-owned property referenced in the link below. To move forward with the disposition of this parcel, we need to confirm that your department has no current or future need for it. Please review the property information at the link provided. Kindly respond on or before **March 12, 2026**, and feel free to contact me with any questions.

http://www.citruspa.org/_Web/datalets/datalet.aspx?mode=profileall&UseSearch=no&pin=1798388&jur=19&LMparent=20

Thank you,

Tonya L. Turner
Assessment Agent III | Land Section, Technical Services Division
Citrus County Board of County Commissioners
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Telephone (352) 527-5458
Fax (352) 527-5459

"Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Oicials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure."

From: Joshua L. Younce
To: Tonya L. Turner
Subject: RE: Possible Surplus Property
Date: Thursday, March 5, 2026 5:26:07 PM

Good afternoon Tonya,

Solid Waste has no need for this property, current or future. Thank you,

Joshua Younce
Solid Waste Management Director
Citrus County Solid Waste Management Division
230 W. Gulf to Lake Hwy.
Lecanto, FL. 34461
Office: (352) 527-7671
Joshua.Younce@citrusbocc.gov

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
Subject: Possible Surplus Property

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http://www.citruspa.org/_Web/datalets/datalet.aspx?mode=profileall&UseSearch=no&pin=1798388&jur=19&LMparent=20

-

Thank you,

Tonya L. Turner

Assessment Agent III | Land Section, Technical Services Division
Citrus County Board of County Commissioners
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Telephone (352) 527-5458
Fax (352) 527-5459

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From:	James L. Sterling
To:	Tonya L. Turner; Andrew E. Owens; Bryan J. Cope; Carlton Hall; Charles G. Leazott; Craig Stevens; Cynthia P. Skelhorn; Don H. Maidlow; Eric Head; Gary S. Loggins; Joanna L. Coutu; Joshua L. Younce; Keith A. Long; Ken K. Cheek; Mark L. Edwards; Michelle L. Alford; Russell C. Collins; Steven M. Baham; Steven M. Eakin; Terri A. Moore; Todd F. Regan; Walt Eastmond
Subject:	RE: Possible Surplus Property
Date:	Friday, March 6, 2026 6:36:54 AM

Road Maintenance does not have a need for the property.

Thanks,
Jim

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
Subject: Possible Surplus Property

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http://www.citruspa.org/_Web/datalets/datalet.aspx?mode=profileall&UseSearch=no&pin=1798388&jur=19&LMparent=20

Thank you,

Tonya L. Turner
Assessment Agent III | Land Section, Technical Services Division
Citrus County Board of County Commissioners
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Telephone (352) 527-5458
Fax (352) 527-5459

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From: Charles G. Leazott
To: Tonya L. Turner
Subject: RE: Possible Surplus Property
Date: Friday, March 6, 2026 7:26:20 AM

Good morning,

Engineering Operations has no use for this property.

Thank you,

Charles G. Leazott
Engineering Operations Supervisor
Citrus County Board of County Commissioners
Department of Public Works
Technical Services Division
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461
Phone# (352) 527-5446
Direct# (352) 527-5269
Cell# (352) 586-3378

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
Subject: Possible Surplus Property

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contact me with any questions.

http://www.citruspa.org/_Web/datalets/datalet.aspx?mode=profileall&UseSearch=no&pin=1798388&jur=19&LMparent=20

-

Thank you,

Tonya L. Turner

Assessment Agent III | Land Section, Technical Services Division
Citrus County Board of County Commissioners
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Telephone (352) 527-5458
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From: Ken K. Cheek
To: Tonya L. Turner; Andrew E. Owens; Bryan J. Cope; Carlton Hall; Charles G. Leazott; Craig Stevens; Cynthia P. Skelhorn; Don H. Maidlow; Eric Head; Gary S. Loggins; James L. Sterling; Joanna L. Coutu; Joshua L. Younce; Keith A. Long; Mark L. Edwards; Michelle L. Alford; Russell C. Collins; Steven M. Baham; Steven M. Eakin; Terri A. Moore; Todd F. Regan; Walt Eastmond
Subject: RE: Possible Surplus Property
Date: Friday, March 6, 2026 9:48:11 AM
Attachments: image001.png

Hi Tonya,

Water Resource does not need the property.

Ken Cheek, P.E.
Director, Department of Water Resources / County Engineer

Citrus County Board of County Commissioners
3600 W Sovereign Path | Suite 291| Lecanto, FL | 34461
Office: (352) 527-7647 | **Cell:** (352) 400-0584

Where nature & community thrive.

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
Subject: Possible Surplus Property

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http://www.citruspa.org/_Web/datalets/datalet.aspx?mode=profileall&UseSearch=no&pin=1798388&jur=19&LMparent=20

-

Thank you,

Tonya L. Turner

Assessment Agent III | Land Section, Technical Services Division
Citrus County Board of County Commissioners
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Telephone (352) 527-5458
Fax (352) 527-5459

"Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Oicials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure."

From: Walt Eastmond
To: Tonya L. Turner
Subject: RE: Possible Surplus Property
Date: Friday, March 6, 2026 9:49:19 AM

Good morning Tonya – TS Transportation does not have a need for the subject parcel.

Thank you,
Walt—
Citrus County
Technical Services Dir.
Ph: 352-527-5456
03/06/2026

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
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"Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Oicials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure."

From: Eric Head
To: Ken K. Cheek; Tonya L. Turner; Andrew E. Owens; Bryan J. Cope; Carlton Hall; Charles G. Leazott; Craig Stevens; Cynthia P. Skelhorn; Don H. Maidlow; Gary S. Loggins; James L. Sterling; Joanna L. Coutu; Joshua L. Younce; Keith A. Long; Mark L. Edwards; Michelle L. Alford; Russell C. Collins; Steven M. Baham; Steven M. Eakin; Terri A. Moore; Todd F. Regan; Walt Eastmond
Subject: RE: Possible Surplus Property
Date: Friday, March 6, 2026 10:15:57 AM

Community Services has no need for this property.

Thanks!
Eric

Eric C. Head
Community Services Director
Citrus County BOCC
Office: 352.527.5907 Cell: 352.601.0845

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
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-

Thank you,

Tonya L. Turner

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From:	Steven M. Baham
To:	Tonya L. Turner; Andrew E. Owens; Bryan J. Cope; Carlton Hall; Charles G. Leazott; Craig Stevens; Cynthia P. Skelhorn; Don H. Maidlow; Eric Head; Gary S. Loggins; James L. Sterling; Joanna L. Coutu; Joshua L. Younce; Keith A. Long; Ken K. Cheek; Mark L. Edwards; Michelle L. Alford; Russell C. Collins; Steven M. Eakin; Terri A. Moore; Todd F. Regan; Walt Eastmond
Subject:	RE: Possible Surplus Property
Date:	Friday, March 6, 2026 10:29:37 AM

Hi Tonya,
Economic Development has no need for the property.

Thanks,

Steven Baham, CEcD, EDFP
Economic Development Director

Citrus County Economic Development
3600 W Sovereign Path | Suite 141A | Lecanto, FL | 34461
Office: (352) 527-5487 | **Cell:** (352) 860-3904

www.CitrusAdvantage.com

From: Tonya L. Turner <tonya.turner@citrusbocc.gov>
Sent: Thursday, March 5, 2026 4:07 PM
To: Andrew E. Owens <andrew.owens@citrusbocc.gov>; Bryan J. Cope <bryan.cope@citrusbocc.gov>; Carlton Hall <carlton.hall@citrusbocc.gov>; Charles G. Leazott <charles.leazott@citrusbocc.gov>; Craig Stevens <Craig.Stevens@citruscountyfire.com>; Cynthia P. Skelhorn <Cynthia.Skelhorn@citrusbocc.gov>; Don H. Maidlow <don.maidlow@citrusbocc.gov>; Eric Head <eric.head@citrusbocc.gov>; Gary S. Loggins <gary.loggins@citrusbocc.gov>; James L. Sterling <james.sterling@citrusbocc.gov>; Joanna L. Coutu <joanna.coutu@citrusbocc.gov>; Joshua L. Younce <joshua.younce@citrusbocc.gov>; Keith A. Long <Keith.Long@citruscountyfire.com>; Ken K. Cheek <ken.cheek@citrusbocc.gov>; Mark L. Edwards <mark.edwards@citrusbocc.gov>; Michelle L. Alford <michelle.alford@citrusbocc.gov>; Russell C. Collins <russell.collins@citrusbocc.gov>; Steven M. Baham <steven.baham@citrusbocc.gov>; Steven M. Eakin <Mitch.Eakin@citrusbocc.gov>; Terri A. Moore <terri.moore@citrusbocc.gov>; Todd F. Regan <todd.regan@citrusbocc.gov>; Walt Eastmond <walt.eastmond@citrusbocc.gov>
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Thank you,

Tonya L. Turner

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From:	Todd E. Regan
To:	Tonya L. Turner; Andrew E. Owens; Bryan J. Cope; Carlton Hall; Charles G. Leazott; Craig Stevens; Cynthia P. Skelhorn; Don H. Maidlow; Eric Head; Gary S. Loggins; James L. Sterling; Joanna L. Coutu; Joshua L. Younce; Keith A. Long; Ken K. Cheek; Mark L. Edwards; Michelle L. Alford; Russell C. Collins; Steven M. Baham; Steven M. Eakin; Terri A. Moore; Walt Eastmond
Subject:	RE: Possible Surplus Property
Date:	Monday, March 9, 2026 12:02:12 PM

You got close this time, but no, Aviation has no need.

V/R,

Todd Regan, C.M.
Aviation Project Manager
Department of Public Works
3600 W. Sovereign Path, Suite 210
Lecanto, FL 34461
Hours: Mon – Thu 7am – 5:30pm
Office: (352) 527-5488
Work Cell: (352) 697-4521 (no text)
Fax: (352) 527-5482
Todd.regan@citrusbocc.gov

"You shall no longer take things at second or third hand, nor look through the eyes of the dead, nor feed on the spectres in books. You shall not look through my eyes either, nor take things from me. You shall listen to all sides and filter them from yourself."
-Walt Whitman

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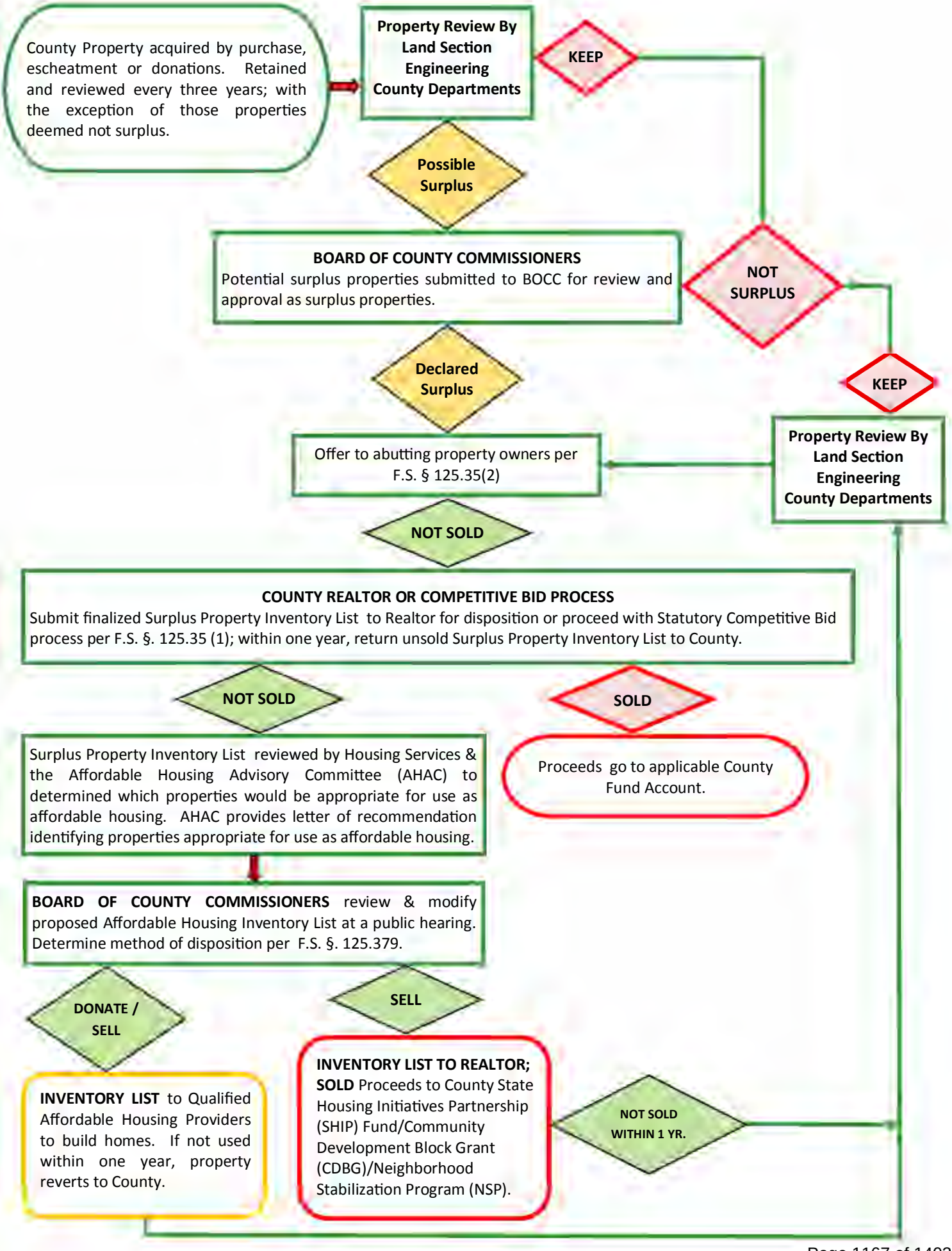
COUNTY SURPLUS PROPERTY DISPOSITION PROCESS



The 2025 Florida Statutes

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

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.

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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.

(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

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.

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.

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.

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.

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.

FOOTNOTES & REFERENCES RELATED TO AR's: Supersedes AR 8.03 dated May 25, 1999, Supersedes AR 8.03-1 dated July 27, 2010

AGENDA MEMORANDUM

FROM:	Tammy Wilson, Management & Budget Director
SUBJECT:	Citrus County's Sales Tax Revenue Bonds, Series 2026
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

This resolution supplements and amends Resolution No. 93-85, as previously supplemented, amended and restated, authorizing the issuance of the County's Sales Tax Revenue Bonds, Series 2026 in an aggregate principal amount not exceeding $15,000,000 to finance or refinance the cost of the acquisition, construction and equipping of an animal shelter, and costs of issuance for such bonds.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Sales Tax Revenue Bonds, Series 2026, the supplemental Resolution authorizing the issuance of the Sales Tax Revenue Bonds, Series 2026 in accordance with the parameters set forth therein; and authorize the Commissioners to execute the Certificate as to Public Meeting and no conflict of interest. **(Tammy Wilson, Management & Budget Director)**

ATTACHMENTS:

1. Award Resolution with Exhibits - Citrus Sales Tax Revenue Bonds, Series 2026
2. Certificate as to Public Meeting - Citrus Sales Tax Revenue Bonds, Series 2026

RESOLUTION NO. 2026-____

A RESOLUTION OF CITRUS COUNTY, FLORIDA, SUPPLEMENTING AND AMENDING RESOLUTION NO. 93-85, AS PREVIOUSLY SUPPLEMENTED, AMENDED AND RESTATED; AUTHORIZING THE ISSUANCE OF THE COUNTY'S SALES TAX REVENUE BONDS, SERIES 2026 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $15,000,000 TO FINANCE OR REFINANCE THE COST OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN ANIMAL SHELTER, AND COSTS OF ISSUANCE FOR SUCH BONDS; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR TO AWARD THE SALE OF SUCH BONDS PURSUANT TO A PUBLIC BID PROVIDED THE BIDS SUBMITTED FALL WITHIN PARAMETERS SET FORTH HEREIN, AND APPROVING THE FORM OF AN OFFICIAL NOTICE OF SALE AND SUMMARY NOTICE OF SALE WITH RESPECT TO SAID BONDS; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING THE CHAIRMAN OR ANY OTHER AUTHORIZED ISSUER OFFICER TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE AND APPOINTING A DISSEMINATION AGENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A REGISTRAR AND PAYING AGENT AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF THE COUNTY TO EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, Citrus County, Florida (the "Issuer") adopted Resolution No. 93-85 on May 25, 1993 (as supplemented, amended and restated, including, without limitation, as compiled, codified, amended and restated by Resolution No. 2008-169 adopted by the Issuer on August 12, 2008, collectively, the "Bond Resolution"); and

WHEREAS, Section 5.02 of the Bond Resolution authorizes the issuance of Additional Bonds payable on a parity with the bonds then Outstanding pursuant to the Bond Resolution upon compliance with the terms of Section 5.02; and

WHEREAS, the Issuer desires to finance or refinance, including through reimbursement, the acquisition, construction, and equipping of an animal shelter as more particularly described on Exhibit "A" attached hereto (the "2026 Project") and to pay the costs of issuing the Series 2026 Bonds; and

WHEREAS, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds") as Additional Bonds under the Bond Resolution on a parity with the

Issuer's outstanding Capital Improvement Revenue Note, Series 2014A (the "Series 2014A Note") and Capital Improvement Revenue Note, Series 2014C (Federally Taxable) (the "Series 2014C Note" and, together with the Series 2014A Note, the "Series 2014 Notes"), and any Additional Bonds hereafter issued; and

WHEREAS, the Issuer desires to delegate to the Chairman or the County Administrator of the Issuer (the "County Administrator") the authority to award said Series 2026 Bonds pursuant to a public bid, provided the bids submitted satisfy the conditions set forth herein;

WHEREAS, the Issuer desires to approve the form of the Notice of Sale and Summary Notice of Sale in substantially the form of the drafts attached hereto as Exhibit "B" in connection with the sale of the Series 2026 Bonds; and

WHEREAS, the Issuer desires to approve the form of an official statement (the "Final Official Statement") in substantially the form of the draft of the Preliminary Official Statement (the "Preliminary Official Statement") attached hereto as Exhibit "C" in connection with the issuance and sale of the Series 2026 Bonds; and

WHEREAS, the Issuer desires to authorize the Chairman or any other Authorized Issuer Officer to deem the Preliminary Official Statement final on behalf of the Issuer for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Rule"); and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Continuing Disclosure Certificate substantially in the form attached hereto as Exhibit "D" (the "Continuing Disclosure Certificate"); and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Registrar and Paying Agent Agreement, a draft form of which is attached hereto as Exhibit "E" (the "Registrar and Paying Agent Agreement"); and

WHEREAS, the Issuer has determined to amend the Bond Resolution to increase the debt service coverage requirement for the issuance of Additional Bonds; and

WHEREAS, the Issuer desires to take other actions in connection with the foregoing;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, THAT:

SECTION 1. Authority. This Resolution is adopted pursuant to Article VIII, Section 1, Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 218, Florida Statutes, the Bond Resolution, and other applicable provisions of law (collectively, the "Act").

SECTION 2. Definitions. All terms used herein in capitalized form, unless otherwise defined herein, shall have the same meanings as ascribed to them in the Bond Resolution, unless the context otherwise requires. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in such preamble.

"Authorized Issuer Officer" means the Chairman, the County Administrator, the Clerk, any Deputy Clerk or any other officer or employee of the Issuer designated in writing by the Chairman or the County Administrator to perform an act or sign a document.

"2026 Project Construction Fund" means the account by that name created in Section 9 herein.

SECTION 3. Findings.

A. The findings and declarations of the Issuer contained in the Bond Resolution are hereby expressly approved, reaffirmed and ratified.

B. The Issuer is authorized under the Act and the Bond Resolution to issue one or more Series of Additional Bonds, such as the Series 2026 Bonds, payable on parity with the Series 2014 Notes, for various purposes, including the financing of capital projects, upon compliance with the requirements of the Bond Resolution.

C. The Series 2026 Bonds will constitute Additional Bonds within the meaning and contemplation of the Bond Resolution and will, except as provided herein, be secured by the Pledged Funds on a pari passu basis with the Series 2014 Notes and any Additional Bonds which may be hereafter issued.

D. It is necessary and in the best interests of the Issuer to provide for the issuance of the Series 2026 Bonds for the purpose of financing or refinancing the cost of the 2026 Project and paying the costs of issuance of the Series 2026 Bonds.

E. The issuance of the Series 2026 Bonds for the purposes described herein is authorized under the Act and is in the best interest of the Issuer to provide for the sale of the Series 2026 Bonds by competitive bid and such Series 2026 Bonds having the maturity date, bearing interest, and being subject to optional and mandatory redemption, as applicable, as set forth in the Notice of Sale, Summary Notice of Sale and in the winning bid proposals of the lowest qualified bidder as designated by the Issuer in accordance with the parameters set forth herein (the "Purchaser").

F. The 2026 Project is a countywide project that will serve all residents of Citrus County, Florida.

G. At or prior to the issuance of the Series 2026 Bonds, the Issuer shall have met all of the requirements of Section 5.02 of the Bond Resolution for the issuance of Additional Bonds, and upon issuance in accordance with the terms hereof, the Series 2026 Bonds shall constitute Additional Bonds under the Bond Resolution, entitled to all of the benefits and security thereof.

H. The Chairman or the County Administrator is hereby instructed to receive from the Purchaser, prior to the issuance of the Series 2026 Bonds, a (i) disclosure statement regarding the Series 2026 Bonds containing the information required by Section 218.385(6), Florida Statutes, (ii) Truth-In-Bonding Statement pursuant to Section 218.385(3), Florida Statutes and no further disclosure is or shall be required by the Issuer, and (iii) an Affidavit of Compliance with Anti-Human Trafficking Laws required by Section 787.06, Florida Statutes.

I. The Issuer is not in default in performing any of the covenants and obligations assumed by it under the Bond Resolution and all payments required thereunder have been made into the accounts and funds established therein have been made to the full extent required, and no Event of Default under the Bond Resolution has occurred and is continuing.

J. All of the covenants contained in the Bond Resolution will be fully applicable to the Series 2026 Bonds as if originally issued under the Bond Resolution.

SECTION 4. Instrument to Constitute a Contract; Covenants in Bond Resolution Applicable. In consideration of the acceptance of the Series 2026 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Issuer and the Holders of the Series 2026 Bonds. The covenants and agreements set forth herein and in the Bond Resolution to be performed by the Issuer shall be for the equal benefit, protection and security of the Holders of the Series 2026 Bonds, to the extent and in the manner provided therein. The Series 2026 Bonds shall be of equal rank with all other Bonds issued and Outstanding under the Bond Resolution, without preference, priority or distinction over any other thereof.

SECTION 5. Authorization of Series 2026 Bonds; Specifying Delegation Parameters for the Sale of such Bonds; and Approval of Terms and Form of Series 2026 Bonds.

A. Subject and pursuant to the provisions hereof, the Series 2026 Bonds to be known as "Citrus County, Florida Sales Tax Revenue Bonds, Series 2026" are hereby authorized to be issued in an aggregate principal amount not exceeding $15,000,000 for the purpose of financing the cost of the 2026 Project, and paying costs of issuance of the Series 2026 Bonds. A portion of the proceeds of the Series 2026 Bonds may also be used to capitalize interest on the Series 2026 Bonds and to reimburse the Issuer for Project costs previously incurred by the Issuer for the 2026 Project. The Series 2026 Bonds may be issued in one or more series and the series designation of such Bonds may be changed to reflect the date and sequence of issuance and the particular terms thereof. The Series 2026 Bonds shall be Additional Bonds under the Bond Resolution. The specific principal amount of the Series 2026 Bonds shall be determined as hereinafter provided.

B. The Chairman or the County Administrator, is hereby authorized in light of anticipated market conditions and in order to obtain the lowest interest cost, to determine the bid date, based on advice from PFM Financial Advisors LLC (the "Municipal Advisor"), as to the most advantageous date for such sale.

The Series 2026 Bonds shall be offered for sale to the public pursuant to the Official Notice of Sale and the Summary Notice of Sale, each substantially in the form attached hereto as Exhibit "B", with such changes, amendments, modifications, omissions and additions thereto as may be approved by the Chairman or the County Administrator. The forms of such Official Notice of Sale and Summary Notice of Sale are hereby approved. The Municipal Advisor is authorized and directed to place the Summary Notice of Sale in The Bond Buyer and/or in any other publications it deems appropriate for the purpose of offering the Series 2026 Bonds for sale at least ten (10) days prior to the date fixed for receipt of bids. The Municipal Advisor is hereby

authorized to utilize such method of electronic bidding, if any, as it deems appropriate for the offering of the Series 2026 Bonds.

The Series 2026 Bonds shall be sold to the bidder selected pursuant to the parameters set forth below and Section 6 herein at the purchase price indicated in the bid submitted by the bidder in accordance with the terms and conditions of the Official Notice of Sale, as such purchase price may be adjusted in accordance with the Official Notice of Sale.

The Chairman and the County Administrator are each hereby designated and authorized to accept the bid of the Purchaser of the Series 2026 Bonds and to approve the terms thereof, including, without limitation, the purchase price thereof, the maturity dates thereof and the redemption terms with respect thereto, subject, however, to the following limitations:

(i) the principal amount of the Series 2026 Bonds shall not exceed $15,000,000 (excluding original issue premium and discount) (the "Maximum Principal Amount");

(ii) the true interest cost rate (the "TIC") of the Series 2026 Bonds shall not exceed 5.00% (the "Maximum TIC");

(iii) the first optional call date for the Series 2026 Bonds shall not be later than October 1, 2037, and without premium; and

(iv) the final maturity of the Series 2026 Bonds shall not be later than October 1, 2046 (the "Maximum Maturity Date").

C. The Series 2026 Bonds shall be fixed rate bonds, shall be dated the date of their delivery, shall bear interest from such date, payable semiannually on the first day of April and the first day of October of each year, commencing on such date as determined by the Chairman or the County Administrator (all such determinations to be conclusively evidenced by the award of the sale of the Series 2026 Bonds to the Purchaser in accordance with the terms of the Official Notice of Sale), at the rates shown on, and shall mature on October 1 of such year or years, in accordance with the maturity schedule set forth in the Purchaser's bid proposal. The Series 2026 Bonds shall be issued as fully registered bonds in the denomination of $5,000 each or any integral multiple thereof.

D. The Series 2026 Bonds shall be numbered consecutively from one upward preceded by the letter "R" prefixed to the number. Principal of and premium, if any, on the Series 2026 Bonds shall be payable upon presentation and surrender of the Series 2026 Bonds at the principal corporate trust office of the Registrar.

E. The Series 2026 Bonds may be subject to such optional and mandatory redemption prior to their maturity, at such prices, on such dates, in such amounts of Amortization Installments, and in such manner, as shall be provided by the Notice of Sale and/or as determined by the Chairman or the County Administrator by his or her acceptance of the bid for the Series 2026 Bonds in accordance with the terms hereof.

F. So long as any of the Series 2026 Bonds remain outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration of the Series 2026 Bonds.

G. The Series 2026 Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Holder, in accepting any of the Series 2026 Bonds, shall be conclusively deemed to have agreed that such Series 2026 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

H. The text of the Series 2026 Bonds shall be substantially in the form attached to the Bond Resolution with such omissions, insertions and variations as may be necessary or desirable and authorized by this Resolution, or as may be approved by the Chairman (execution thereof manually or by facsimile to be conclusive evidence of such approval), including, without limitation, such changes as may be required for the issuance of uncertificated public obligations and for execution of the Series 2026 Bonds by an authenticating agent.

I. Notwithstanding the provisions of Paragraph D, the Series 2026 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026 Bond for each of the maturities of the Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2026 Bonds shall be registered in the name of Cede & Co., all payments of interest on the Series 2026 Bonds shall be made by the Registrar by check or draft or by bank wire transfer to Cede & Co., as Owner of the Series 2026 Bonds.

With respect to the Series 2026 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer and the Registrar shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (a "Participant"). WITHOUT LIMITING THE IMMEDIATELY PRECEDING SENTENCE, NEITHER THE ISSUER NOR THE REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (2) THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT, AMORTIZATION INSTALLMENT FOR, REDEMPTION PRICE OF OR INTEREST ON SUCH BONDS; (3) THE DELIVERY BY DTC OR ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF SUCH BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY CEDE & CO. AS THE NOMINEE OF DTC, AS REGISTERED OWNER. The Issuer and the Registrar may treat and consider the person in whose name each Series 2026 Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Series 2026 Bond for the purpose of payment of principal, interest or redemption premium, if any, with respect to such Series 2026 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026 Bond, for the purpose of registering transfers with respect to such Series 2026 Bond, and for all other purposes whatsoever. The Registrar shall pay all principal, interest or redemption premium, if any, of the Series 2026 Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and in the Bond Resolution and all such payments

shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal, interest or redemption premium, if any, of the Series 2026 Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2026 Bond evidencing the obligation of the Issuer to make payments of principal, interest or redemption premium, if any, pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to transfers during the fifteen days next preceding a payment date or mailing of notice of redemption, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar.

Upon (i) receipt by the Issuer of written notice from DTC (a) to the effect that a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2026 Bonds or (b) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (ii) determination by the Issuer, in its sole discretion, that such book-entry only system should be discontinued by the Issuer, and compliance with any applicable rules and procedures of DTC relating to the discontinuation of its book-entry only system of registration, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but shall be registered in whatever name or names holders shall designate, in accordance with the provisions of the Bond Resolution. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Series 2026 Bonds of the applicable series consistent with the terms of the Bond Resolution, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the existing Blanket Issuer Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal, interest and redemption premium, if any, on the Series 2026 Bonds.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF SUCH BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE BONDHOLDERS OR BONDHOLDERS OF SUCH BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF SUCH BONDS.

J. Notwithstanding Section 3.01 of the Bond Resolution, notice of redemption of the Series 2026 Bonds, including the notice to the Registrar, may be given by posting such notice of redemption on Electronic Municipal Market Access not more than sixty (60) days and not less than twenty (20) days prior to the Redemption Date of the Series 2026 Bonds and no newspaper publication of such redemption notice shall be required. Notwithstanding any other provision hereof, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

K. Notwithstanding any provision contained in the Bond Resolution to the contrary, the Issuer shall have the option to cause the Series 2026 Bonds to be purchased in lieu of redemption on the applicable redemption date at a price equal to the then applicable redemption price, plus accrued interest thereon to, but not including, the date of such purchase. Such option may be exercised by delivery to the Paying Agent (if the Registrar is not the Paying Agent for such Series 2026 Bonds) on or prior to the Business Day preceding the redemption date of a written notice of the Issuer stating that the Series 2026 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to this paragraph with the moneys provided or to be provided by the Issuer or on behalf of the Issuer. Upon delivery of such notice, the Series 2026 Bonds shall not be redeemed but shall instead be subject to mandatory tender at the redemption price on the date that would have been the redemption date.

L. The Series 2026 Bonds shall not be secured by the Reserve Account or any subaccount therein and there shall be no Reserve Account Requirement with respect to the Series 2026 Bonds. No Credit Facility shall be purchased with respect to the Series 2026 Bonds.

M. Notwithstanding any other provision of the Bond Resolution, to the extent permitted by law, at the time of issuance of Additional Bonds under the Bond Resolution, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Additional Bonds, or as agent for or in lieu of Holders of the Series of Bonds, may provide consent to amendments to the Bond Resolution pursuant to Section 7.02 of the Bond Resolution.

N. The findings and determinations of the Issuer contained in the Bond Resolution, as supplemented hereby, are hereby affirmed, approved, ratified and incorporated herein by reference.

SECTION 6. Conditions to Acceptance of Bid.

The Issuer shall not accept a bid for the purchase of the Series 2026 Bonds until such time as all of the following conditions have been satisfied:

A. Receipt by the Issuer of a bid, as described herein, from a purchaser or purchasers complying with the terms of the Official Notice of Sale and proposing to purchase the Series 2026 Bonds at the lowest true interest cost to the Issuer on the Series 2026 Bonds, all as calculated in accordance with the terms of the Official Notice of Sale, said bid to provide for, among other things, (i) not exceeding the Maximum Principal Amount of the Series 2026 Bonds, (ii) a TIC that shall not exceed the Maximum TIC, and (iii) the final maturity of the Series 2026 Bonds no later than the Maximum Maturity Date. The Issuer may approve the adjustment of principal maturities, Amortization Installments and the purchase price of the Series 2026 Bonds as, and to the extent, contemplated by the Official Notice of Sale, execution by the Issuer of a certificate accepting a bid to constitute conclusive evidence of such approval.

B. Receipt by the Issuer of a Truth in Bonding statement of the Purchaser providing the winning bid complying with Section 218.385, Florida Statutes.

C. A good faith deposit as provided in the Official Notice of Sale.

The Issuer may rely upon the Issuer's Municipal Advisor to determine compliance with the conditions provided in Section 6(A) and this Section 6.

Upon satisfaction of the requirements set forth in this Section 6, the Issuer is authorized to accept the bid of the lowest bidder for the purchase of the Series 2026 Bonds determined in accordance with the terms hereof and of the Official Notice of Sale.

SECTION 7. Approval of Official Statement.

A. The Issuer hereby approves the form and content of the Official Statement which shall be in substantially the form of the draft Preliminary Official Statement attached hereto as Exhibit "C," subject to such changes, insertions and omissions, additions and such filling of the blanks as shall be necessary to reflect the terms and provisions of the Series 2026 Bonds as set forth in the winning bid as adjusted in accordance with the provisions of the Official Notice of Sale, as shall be approved by the Chairman and the Clerk or Deputy Clerk, execution thereof to be conclusive evidence of such approval.

B. In order to enable the Purchaser to comply with the Rule in connection with the offering and sale of the Series 2026 Bonds, the Chairman or the County Administrator is hereby authorized, on behalf of the Issuer, to deem the Preliminary Official Statement final as of its date, except for Permitted Omissions. As used herein, "Permitted Omissions" shall mean the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, bond ratings, and other terms of the Series 2026 Bonds depending on such matters.

SECTION 8. Approval of Form of Registrar and Paying Agent Agreement; Appointment of Paying Agent and Registrar. The form of the Registrar and Paying Agent Agreement attached hereto as Exhibit "E" to be utilized in connection with the Series 2026 Bonds is hereby approved, subject to such changes, insertions and omissions and filling of blanks therein and the attachment of such schedules thereto as may be approved and made in such form of Registrar and Paying Agent Agreement by the officers of the Issuer executing the same, such execution and delivery to be conclusive evidence of such approval. Each Authorized Issuer Officer is hereby authorized to execute the Registrar and Paying Agent Agreement for and on behalf of the Issuer pursuant to the terms hereof and the Clerk is hereby authorized to attest such signature. U.S. Bank Trust Company, National Association is hereby designated as Registrar and as Paying Agent for the Series 2026 Bonds.

SECTION 9. Application of Series 2026 Bond Proceeds. To the extent not otherwise provided by the Issuer by certificate of the Chairman or County Administrator, delivered at or prior to the issuance and delivery of the Series 2026 Bonds, the net proceeds from the sale of the Series 2026 Bonds, shall be disposed of as follows:

A. An amount equal to the costs of issuance of the Series 2026 Bonds deposited into the 2026 Sales Tax Revenue Bonds Construction Fund (the "2026 Project Construction Fund"), that is hereby created, to be used to pay the same.

B. The balance of the net proceeds of the Series 2026 Bonds shall be deposited into the 2026 Project Construction Fund to be used to pay, when due, the Costs of the 2026 Project, including, without limitation, to reimburse the Issuer for any Costs of the 2026 Project previously paid to the extent permitted under the Code and to pay interest on the Series 2026 Bonds to the extent permitted under the Code and the Bond Resolution.

SECTION 10. Continuing Disclosure. The Issuer hereby covenants and agrees that, in order to provide for compliance by the Purchaser with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate to be executed by the Issuer, as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Certificate shall be substantially in the form of Exhibit "D" hereto, with such changes, amendments, modifications, omissions, and additions as may be approved by the Chairman or, in the Chairman's absence or unavailability, any other Authorized Issuer Officer, and each is hereby authorized to execute and deliver such Certificate. The Clerk or any Deputy Clerk is hereby authorized to join in the execution of the Continuing Disclosure Certificate on behalf of the Issuer or to attest the signature of the Chairman or such other Authorized Issuer Officer. Notwithstanding any other provision of the Bond Resolution, failure of the Issuer to comply with such Continuing Disclosure Certificate shall not be considered an event of default under the Bond Resolution or hereunder and the sole and exclusive remedy of any Bondholder of a Series 2026 Bond for the enforcement of the provisions of the Continuing Disclosure Certificate shall be an action for mandamus or specific performance, as applicable, by court order, to cause the Issuer to comply with its obligations under this Section 10 and the Continuing Disclosure Certificate. For purposes of this Section 10, "Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2026 Bond for federal income tax purposes. HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (or such other division or affiliate thereof) is hereby designated as dissemination agent (the "Dissemination Agent") for the Series 2026 Bonds; and any Authorized Issuer Officer is authorized to negotiate with and to enter into an agreement with the Dissemination Agent on terms not inconsistent herewith.

SECTION 11. Amendments to Bond Resolution. Pursuant to the provisions of Section 7.01(C) of the Bond Resolution, the Bond Resolution is hereby amended in the following respect:

A. Paragraph (1) in Section 5.02 is hereby amended and restated in its entirety to read as follows:

> (1) Except as otherwise provided in Section 5.02(3) below, there shall have been obtained and filed with the Issuer a statement of the Clerk, as chief financial officer of the Issuer: (a) stating that the books and records of the Issuer relating to the Half-Cent Sales Tax Revenues pledged for the payment of Bonds pursuant to Section 4.02 hereof have been reviewed by such officer; (b) setting forth the amount of the Half-Cent Sales Tax Revenues which have been received by the Issuer either (i) during any twelve (12) consecutive months designated by the Issuer within the twenty-four (24) months immediately preceding the date of delivery of such Additional Bonds with respect to which such statement is made or (ii) for the most recently completed Fiscal Year for which audited financial statements are available; and (c) stating that the aggregate amount of the Half-Cent Sales Tax Revenues received during the aforementioned period equals at least the 1.75 times the Maximum Annual Debt Service of all Bonds then Outstanding and such Additional Bonds with respect to which such statement is

made (which for purposes of this calculation will include a netting of debt service payments and corresponding Qualified Hedge Payments, where applicable, as and to the extent contemplated in the definition of "Annual Debt Service").

SECTION 12. Authorizations.

A. The Chairman and the Clerk or any Deputy Clerk are hereby authorized and directed on behalf of the Issuer to execute the Series 2026 Bonds (including any temporary bond or bonds) as provided in the Bond Resolution and this Resolution and either of such officers are hereby authorized and directed upon the execution of the Series 2026 Bonds in the form and manner set forth in the Bond Resolution as supplemented hereby to deliver the Series 2026 Bonds in the amounts authorized to be issued hereunder, to the Registrar for authentication and delivery to or upon the order of the Purchaser upon payment of the purchase price and upon compliance by the Purchaser with the terms herein and in the Notice of Sale.

B. If the Purchaser shall, at its option in accordance with the Notice of Sale, obtain a municipal bond insurance policy to insure all or a portion of the Series 2026 Bonds, the Chairman and the Clerk or any Deputy Clerk are hereby authorized to approve the terms and to execute and deliver on behalf of the Issuer, such agreements and certificates customarily required in connection with the issuance of such policy.

C. The Chairman, the County Administrator and the Clerk or any Deputy Clerk, and such other officers and employees of the Issuer as may be designated by the Chairman or the Clerk or any Deputy Clerk, are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2026 Bonds and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2026 Bonds, and which are specifically authorized by or are not inconsistent with, the terms and provisions of this Resolution or any action relating to the Series 2026 Bonds heretofore taken by the Issuer. Such officers and those so designated are hereby charged with the responsibility for the issuance of the Series 2026 Bonds. The Vice Chairman, in the absence or unavailability of the Chairman, is authorized to take all actions of the Chairman authorized herein.

D. The Management and Budget Director or such other officer of the Issuer as may be designated by Issuer is authorized to execute and deliver the Notice to Bidders Regarding Public Entity Crimes as set forth in the Notice of Sale.

SECTION 13. General Authority. In addition to the authorization set forth above, the members of the Board and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution or the Continuing Disclosure Certificate or Notice of Sale or which are desirable or consistent with the requirements hereof or the Bond Resolution, the Continuing Disclosure Certificate or the Notice of Sale, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2026 Bonds, the Continuing Disclosure Certificate or the Notice of Sale, and each member, employee, attorney and officer of the Issuer and the Clerk and any Deputy Clerk are hereby authorized and directed to execute and deliver any and

all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 14. Continuing Effect of Bond Resolution; Repeal of Inconsistent Resolutions. Except as supplemented and amended hereby, all provisions of the Bond Resolution remain in full force and effect. All other resolutions or parts of other resolutions in conflict herewith are hereby repealed.

SECTION 15. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2026 Bonds issued hereunder.

SECTION 16. Controlling Law; Members of Issuer Not Liable. All covenants, stipulations, obligations and agreements of the Issuer contained in the Bond Resolution and herein shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Board or the Issuer in his or her individual capacity, and neither the members of the Board nor any official executing the Series 2026 Bonds or other documents contemplated hereby shall be liable personally hereunder on the Series 2026 Bonds or the Bond Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Board or such members thereof.

SECTION 17. Effective Date. This Resolution shall take effect immediately upon its passage in the manner provided by law.

[Remainder of page intentionally left blank]

PASSED AND CERTIFIED AS TO PASSAGE this 26th day of May, 2026.

CITRUS COUNTY, FLORIDA

By_____
Chairman, Citrus County Board of County Commissioners

(SEAL)

ATTESTED:

By_____
Deputy Clerk

#535187166_v7
35709-37

LIST OF EXHIBITS

A. Project Description

B. Notice of Sale and Summary Notice of Sale

C. Preliminary Official Statement

D. Continuing Disclosure Certificate

E. Registrar and Paying Agent Agreement

EXHIBIT A TO RESOLUTION

Project Description

- Acquiring, constructing, and equipping of an animal shelter located on CR 491 South, in Lecanto, Florida.
- Such other projects approved by the Issuer

EXHIBIT B TO RESOLUTION

Notice of Sale and Summary Notice of Sale

OFFICIAL NOTICE OF SALE

**$_____*
CITRUS COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2026**

Citrus County, Florida Sales Tax Revenue Bonds, Series 2026 (the "2026 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the Citrus County, Florida (the "Issuer" or the "County") for the purchase of the 2026 Bonds via IHS Markit's Parity Bid Submission System ("Parity") in the manner described below until [10:30 A.M.], Eastern time, on [June __, 2026], or on such other date and/or time as will be established by the County Administrator or his respective designee and communicated by Thomson Municipal Market Monitor not less than 20 hours prior to the time the bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at 212-849-5021. The use of Parity shall be at the bidder's risk and expense, and the Issuer shall have no liability with respect thereto.

BOND DETAILS

The description of the 2026 Bonds, the purpose thereof and the security therefor, as set forth in this Official Notice of Sale, is subject in its entirety to the disclosures made in the Preliminary Official Statement. See "DISCLOSURE INFORMATION" herein.

The 2026 Bonds will be issued as fully registered bonds, and when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), which will act as securities depository for the 2026 Bonds. Individual purchases of the 2026 Bonds may be made only in book-entry form in denominations of $5,000 or integral multiples thereof. Purchasers of 2026 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the 2026 Bonds as nominee for DTC, payments of principal and interest with respect to the 2026 Bonds will be made directly to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners. The Issuer will not be responsible for payments to Beneficial Owners.

The 2026 Bonds will be dated their date of delivery (expected to be [June __, 2026]) or such other date as may be communicated by Thomson Municipal Market Monitor not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date, shall be payable semiannually commencing on October 1, 2026, and on each April 1 and October 1 thereafter until maturity at the rate or rates specified in such bid proposals as may be accepted.

* Preliminary, subject to change.

INITIAL MATURITY SCHEDULE FOR THE 2026 BONDS

Maturity (October 1)*	Amount*	Maturity (October 1)*	Amount*
2027	$	2037**	$
2028		2038**	
2029		2039**	
2030		2040**	
2031		2041**	
2032		2042**	
2033		2043**	
2034		2044**	
2035		2045**	
2036		2046**	
		Total	**$**

* Preliminary, subject to change.

** Term Bond Option as described herein.

NOTE: The Issuer reserves the right to modify the maturity schedule shown above. Any such modification will be communicated through the Thomson Municipal Market Monitor (See "ADJUSTMENT OF PRINCIPAL AMOUNTS" below).

PAYING AGENT AND REGISTRAR

The Paying Agent and Registrar for the 2026 Bonds will be U.S. Bank Trust Company, National Association.

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedule") represents an estimate of the principal amount and maturities of the 2026 Bonds that will be sold. The Issuer reserves the right to change the Initial Maturity Schedule by announcing any such change not later than 3:00 p.m., Eastern time, on the day immediately preceding the date set for receipt of bids, through Thomson Municipal Market Monitor. If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for submission of the bid.

Furthermore, if after final computation of the bids, the Issuer determines in its sole discretion that the funds necessary to accomplish the purpose of the 2026 Bonds is more or less than the proceeds of the sale of all of the 2026 Bonds, the Issuer reserves the right to increase or decrease the principal amount, by no more than 15% of the principal amount of the 2026 Bonds, or 15% within a given maturity of the 2026 Bonds (to be rounded to the nearest $5,000) or by such other amount as approved by the winning bidder.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the 2026 Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the 2026 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, solely on the basis of the 2026 Bonds offered, without taking into account any adjustment in the amount of 2026 Bonds pursuant to this paragraph.

REDEMPTION PROVISIONS

The 2026 Bonds maturing on or before October 1, 2036 are not subject to optional redemption prior to maturity. The 2026 Bonds maturing on or after October 1, 2037, are subject to redemption prior to their stated dates of maturity at the option of the County in whole or in part on any date on or after October 1, 2036, and if in part, from such maturities as the County shall designate, at the redemption price of par plus accrued interest to the redemption date.

TERM BONDS OPTION

Any bidder may, at its option, specify that the maturities of the 2026 Bonds maturing after October 1, 2036 will consist of term bonds that are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (each a "Term Bond") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that a permitted maturity of the 2026 Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on October 1, in each applicable year, in the principal amount for such year as set forth hereinbefore under the heading "INITIAL MATURITY SCHEDULE FOR THE 2026 BONDS," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date.

AUTHORITY AND PURPOSE

The 2026 Bonds are being issued by the County pursuant to the Constitution of the State of Florida, Chapter 125, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), and pursuant to the terms and conditions of Resolution No. 93-85 adopted by the Board of County Commissioners of the County (the "Board") on May 25, 1993, as amended and restated by Resolution No. 2008-169 adopted by the Board on August 12, 2008, as amended and supplemented, and as particularly supplemented by Resolution No. 2026-__ adopted by the Board on May 26, 2026 (collectively, the "Resolution"). The 2026 Bonds are being issued for the purposes of (i) financing or refinancing the acquisition, construction and equipping of an animal shelter and such other projects approved by the County and (ii) paying the costs of issuance of the 2026 Bonds.

SECURITY

On parity with the Outstanding Capital Improvement Revenue Note, Series 2014A and Capital Improvement Revenue Note, Series 2014C payment of the principal of and interest on the 2026 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon (1) the

Half-Cent Sales Tax Revenues (as defined in the Preliminary Official Statement), (2) any Qualified Hedge Receipts (net of any Qualified Hedge Payments) (as defined in the Preliminary Official Statement), if any, and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the Resolution, other than the Rebate Account (collectively, the "Pledged Funds"); provided, however, that "Pledged Funds" shall not, as to the 2026 Bonds, include moneys held in a subaccount in the Reserve Account (other than the Composite Reserve Subaccount, if such Series is secured thereby) created to secure only one or more different Series of Bonds. "Half-Cent Sales Tax Revenues" means proceeds of the Local Government Half-Cent Sales Tax and other moneys received by the County from the Local Government Half-Cent Sales Tax Clearing Trust Fund pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

THE 2026 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY, SECURED SOLELY BY A LIEN UPON AND PLEDGE OF, AND PAYABLE FROM, THE PLEDGED FUNDS IN ACCORDANCE WITH THE TERMS OF THE RESOLUTION. NO HOLDER OF ANY 2026 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH 2026 BOND, OR BE ENTITLED TO PAYMENT OF SUCH 2026 BOND FROM ANY MONEYS OF THE COUNTY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

RATING

["__" has assigned a municipal bond rating of "__" to the 2026 Bonds.]

TERMS OF BID AND BASIS OF AWARD

Proposals must be unconditional and for the purchase of all of the 2026 Bonds. The reoffering price for the 2026 Bonds may not be less than 100% of the principal amount of the 2026 Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter’s discount may not be less than 100% of the principal amount of the 2026 Bonds.

The 2026 Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All 2026 Bonds maturing on the same date shall bear the same rate of interest.

The 2026 Bonds will be awarded to the bidder offering to purchase the 2026 Bonds at the lowest annual interest cost computed on a true interest cost ("TIC") basis. The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2026 Bonds back to the Net Bond Proceeds (defined as the par amount of the 2026 Bonds, plus any OIP, less any OID and underwriter's discount on the 2026 Bonds, calculated on a 360 day year to the Closing Date, as defined below). The TIC must be calculated

to four (4) decimal places. **NO BID SHALL BE ACCEPTED WITH A TIC GREATER THAN 5.00%.**

THE ISSUER RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE ISSUER ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE ISSUER SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

GOOD FAITH DEPOSIT

If the County selects a winning bid, then the successful bidder must submit a "Good Faith Deposit" (the "Deposit") to the County in the form of a wire transfer in the amount of $[_____] not later than 2:00 p.m., Eastern time on the business day following the award. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the Issuer to be applied as partial payment for the 2026 Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to Municipal Securities Rulemaking Board ("MSRB") Rules G-8, G-11 and G-36. The winning bidder will be required to pay the standard MSRB charge for the 2026 Bonds purchased. In addition, those who are members of Securities Industry and Financial Markets Association ("SIFMA") will be required to pay SIFMA's standard charge per bond. The winning bidder will also be required to execute certain closing documents required by Florida law or required by Bond Counsel (as defined below) in connection with the delivery of its tax opinion. See "DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER" herein.

CUSIP NUMBERS

The Issuer will assume no obligation for the assignment of CUSIP numbers to the 2026 Bonds or for the correctness of any such numbers printed thereon, but the Issuer will permit such printing to be done at the expense of the purchaser, provided that such printing does not result in any delay of the date of delivery of the 2026 Bonds. PFM Financial Advisors LLC, the Issuer's municipal advisor, will request the assignment of CUSIP numbers prior to the sale of the 2026 Bonds.

DELIVERY OF THE 2026 BONDS

The Issuer will pay the cost of preparing the 2026 Bonds. The successful bidder is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the 2026 Bonds will be via DTC Fast on or about [June __, 2026] (the "Closing Date") in such time and place mutually acceptable to the successful bidder and the Issuer. Payment of the full purchase price,

less the Deposit, shall be made to the Issuer not later than 12:00 P.M., Eastern time on the Closing Date, in Federal Reserve Funds of the United States of America, without cost to the Issuer.

The legal opinion of Holland & Knight LLP ("Bond Counsel") will be furnished without charge to the successful bidder at the time of delivery of the 2026 Bonds. For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the 2026 Bonds.

There will also be furnished at the time of delivery of the 2026 Bonds, a certificate or certificates of the Issuer (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no litigation or administrative action or proceeding pending or, to the knowledge of the Issuer, threatened, at the time of delivery of the 2026 Bonds, (a) to restrain or enjoin or seeking to restrain or enjoin the issuance and delivery of the 2026 Bonds or (b) affecting the validity of the 2026 Bonds, and that the Preliminary Official Statement has been deemed by the Issuer to be a "final official statement" for purposes of U.S. Securities Exchange Commission ("SEC") Rule 15c2-12(b)(3) and (4).

The successful bidder will be responsible for the clearance or exemption with respect to the status of the 2026 Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

ESTABLISHMENT OF ISSUE PRICE

(a) The winning bidder shall assist the County in establishing the issue price of the 2026 Bonds and shall execute and deliver to the County upon issuance of the 2026 Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the 2026 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A-2, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel.

(b) The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2026 Bonds) will apply to the initial sale of the 2026 Bonds (the "competitive sale requirements") because:

(i) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the County may receive bids from at least three underwriters of municipal bonds who represent to have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the County anticipates awarding the sale of the 2026 Bonds to the bidder who submits a firm offer to purchase the 2026 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the 2026 Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat (i) the first price at which 10% of a maturity of the 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2026 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the County if any maturity of the 2026 Bonds satisfies the 10% test as of the date and time of the award of the 2026 Bonds. The County shall promptly advise the winning bidder, at or before the time of award of the 2026 Bonds, which maturities of the 2026 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the County determines to apply the hold-the-offering-price rule to any maturity of the 2026 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the 2026 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the 2026 Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that it and all other underwriters that are participating in the winning bidder's bid have offered or will offer the 2026 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of itself and all other underwriters participating in the winning bidder's bid for the purchase of the 2026 Bonds, that the underwriters will neither offer nor sell unsold 2026 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the underwriters have sold at least 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the County promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the 2026 Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold 2026 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all the 2026 Bonds of that maturity have been sold or (ii) the 10% test has been

satisfied as to the 2026 Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the County or Bond Counsel.

(f) The County acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule if applicable to the 2026 Bonds.

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred until either all 2026 Bonds of that maturity allocated to it have been sold or until it is notified by the winning bidder that the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires.

(B) to promptly notify the winning bidder of any sales of 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2026 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2026 Bonds to the public),

(iii) a purchaser of any of the 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the 2026 Bonds are awarded by the County to the winning bidder, which is expected to be [June __, 2026].

DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the Preliminary Official Statement before submitting a bid.

This Official Notice of Sale may be amended from time to time after its initial publication by publication of amendments thereto not less than 20 hours prior to the bid date and time by Thomson Municipal Market Monitor. Each bidder will be charged with the responsibility of obtaining any such amendments and complying with the terms thereof.

The winning bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any "finder's fee" pursuant to Section 218.386, Florida Statutes, prior to the award of the 2026 Bonds, as set forth in Exhibit A-1 to this Official Notice of Sale.

Prior to delivery of the 2026 Bonds to the successful bidder, the successful bidder shall file with the Issuer a statement as described in Section 218.38(1)(c)2, Florida Statutes, containing the underwriting spread (including management fee, if any), and the amount of any fee, bonus or gratuity paid in connection with the 2026 Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the Issuer even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the 2026 Bonds by the Issuer to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the Issuer and Bond Counsel a certificate verifying information as to the bona fide initial offering prices or yields of the 2026 Bonds to the public and sales of the 2026 Bonds appropriate for determination of the issue price of, and the yield on, the 2026 Bonds under the Internal Revenue Code of 1986, as amended, in the form attached hereto as Exhibit A-2, and such other documentation as and at the time requested by Bond Counsel.

The successful bidder shall also verify its winning bid in writing to the Issuer by executing a printed copy of its winning bid as reported on Parity.

The winning bidder is required to provide a Noncoercive Conduct for Labor or Services affidavit, provided in Exhibit A-3, pursuant to Section 787.06(14), Florida Statutes, prior to the award of the 2026 Bonds.

OFFICIAL STATEMENT

The Issuer shall furnish at its expense within seven (7) business days after the 2026 Bonds have been awarded to the successful bidder, or at least five (5) business days before the Closing Date, whichever is earlier, up to 25 copies of the final Official Statement, which, in the judgment of the municipal advisor to the County will permit the successful bidder to comply with applicable SEC and MSRB rules. The successful bidder may arrange for additional copies of the final Official Statement at its expense.

CONTINUING DISCLOSURE

In order to assist bidders in complying with SEC Rule 15c2-12, the Issuer will undertake to provide, or cause to be provided, certain financial information and operating data and to provide notices of certain events, if material. Such information will be filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System ("EMMA"). Notices of material events will be filed with the Municipal Securities Rulemaking Board through EMMA. A summary of such undertaking is contained in the Preliminary Official Statement.

DISCLOSURE INFORMATION

Copies of the Preliminary Official Statement "deemed final" (except for permitted omissions) by the Issuer in accordance with SEC Rule 15c2-12 must be obtained from the Municipal Advisor to the Issuer, PFM Financial Advisors LLC, 200 S. Orange Avenue, Suite 760, Orlando, Florida 32801, 407-406-5760 before a bid is submitted. The Issuer's Preliminary Official Statement and Official Notice of Sale are also available for viewing in electronic format at http://www.munios.com.

NOTICE TO BIDDERS REGARDING
PUBLIC ENTITY CRIMES

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 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 submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CITRUS COUNTY, FLORIDA

By: Tammy Wilson

Title: Management and Budget Director

EXHIBIT A-1

TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to Citrus County, Florida Sales Tax Revenue Bonds, Series 2026 (the "Bonds") (NOTE: For information purposes only and not a part of the bid):

Citrus County, Florida (the "Issuer") is proposing to issue [$_____*] of the Bonds for the purpose of financing the cost of the acquisition, construction and equipping of an animal shelter and such other projects approved by the County and paying the cost of issuance of such Bonds. The Bonds are expected to be repaid over a period of approximately [__] years. At a forecasted interest rate of [_.__%], total interest paid over the life of the Bonds will be [$_____].

The principal of and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds (as further defined in the Preliminary Official Statement). This will result in approximately [$_____] of such revenues not being available annually to finance the other capital projects or services of the Issuer for each year for approximately [__] years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, or any bonus, fee or gratuity in connection with the sale of the Bonds.

The foregoing is provided for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Bidder's Name: _____
By: _____
Title: _____
Date: _____

* Preliminary, subject to change.

EXHIBIT A-2

ISSUE PRICE CERTIFICATE— FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS MET

The undersigned hereby certifies as follows with respect to the sale of [$_____*] Sales Tax Revenue Bonds, Series 2026 (the "Bonds") of Citrus County, Florida (the "Issuer"):

1. The undersigned is the Initial Purchaser or the manager of the syndicate of initial purchasers (the "Initial Purchaser") which has purchased the Bonds from the Issuer at competitive sale.

2. The Initial Purchaser was not given the opportunity to review other bids prior to submitting its bid that was not offered to other bidders, and the bid submitted by the Initial Purchaser constituted a firm bid to purchase the Bonds.

3. As of the sale date, the reasonably expected initial offering prices of the Bonds to the public for each maturity of the Bonds by the Initial Purchaser (expressed as a percentage of principal amount and exclusive of accrued interest) is as set forth in Schedule A attached hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices for maturities of the Bonds used by the Initial Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Initial Purchaser to purchase the Bonds.

4. The term "public" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an underwriter or a related party to an underwriter.

5. A purchaser is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

6. "Sale date" means the first date on which there is a binding contract in writing for the sale of the Bonds. The sale date of the Bonds is [June __, 2026].

7. The term "maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different interest rates, are treated as separate maturities.

8. The term "underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (ii) any person that agrees pursuant to

a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of the selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the public).

9. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Non-Arbitrage Certificate and Agreement executed by the Issuer in connection with the issuance of the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Holland & Knight LLP, Bond Counsel, in connection with rendering its opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this _____ day of _____ 2026

_____
Name of Initial Purchaser or Manager

By:_____

Title:_____

ISSUE PRICE CERTIFICATE—FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS NOT MET

$_____
CITRUS COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2026

ISSUE PRICE CERTIFICATE

_____ (the "Purchaser") for the bonds identified above (the "Issue"), issued by the Citrus County, Florida (the "County"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

Issue Price.

As of the date of this certificate, for each Maturity of the Issue other than the Hold-the-Offering-Price Maturities, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated _____, 2026, for the Issue (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is $_____ (the "Issue Price").

The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at their respective Sale Prices on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule B.

As set forth in the Notice of Sale for the Issue, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold bonds of such Maturity to any person at a price that is higher than the Sale Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) unsold bonds of the Hold-the-Offering-Price Maturities shall be retained by the Purchaser and not allocated to any of the other Underwriters. Pursuant to such agreement, the Purchaser has not offered or sold any unsold bonds of the Issue of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Sale Price for that Maturity of the bonds during the Holding Period.

Definitions.

"Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

"Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Sale Price for such Hold-the-Offering-Price Maturity.

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. A purchaser of any of the Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the bonds. The Sale Date of the Issue is [June 9, 2026].

"Underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the County's Certificate Relating to Tax, Arbitrage and Other Matters (the "Tax Certificate").

The signer is an officer of the Purchaser and duly authorized to execute and deliver this Certificate of the Purchaser. Although such certifications cannot be independently verified by us, we have no reason to believe them to be untrue in any material respect. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Holland & Knight LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Issue.

Dated: _____, 2026

_____
[Purchaser]

By: _____
Name:
Title:

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING PRICE MATURITIES

Maturity (October 1)	Amount	Interest Rate	Price	Yield

*Priced to the first optional redemption date of [October 1, 2036].

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

EXHIBIT A-3
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES
Section 787.06, Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____, a _____ and attest that said entity does not use coercion for labor or services as defined in section 787.06(2)(a), Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and reasonable belief, that the above stated facts are true and correct.

_____

By:_____
Name:_____
Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 2026, by _____, as a _____ of _____, a _____, on behalf of the corporation. He is ☐ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

_____ (Notary Seal)
Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Notary Public

_____
Serial Number, if any

SUMMARY NOTICE OF SALE

$_____*
CITRUS COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2026

Bids for the Citrus County, Florida Sales Tax Revenue Bonds, Series 2026 (the "2026 Bonds") will be received by Citrus County, Florida (the "County") via IHS Markit's PARITY/BiDCOMP Competitive Bidding System ("Parity"). Bids will be received until [10:30 A.M.] Eastern time, on [June __, 2026]. The date and/or time of the sale may be modified by the County Administrator or his respective designee no less than ten (10) days after the date of publication of this notice and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received.

Such bids are to be opened in public at said times and place on said day for the purchase of the 2026 Bonds. The 2026 Bonds are being issued to finance (i) the cost of the acquisition, construction and equipping of an animal shelter and such other projects approved by the County and (ii) the cost of issuance of the 2026 Bonds.

The approving opinion of Holland & Knight LLP, Tampa, Florida, Bond Counsel, will be furnished to the successful bidder at the expense of the County.

Electronic copies of the Preliminary Official Statement and the Official Notice of Sale relating to the 2026 Bonds will be available at the website address http://www.munios.com or from the County's Municipal Advisor, PFM Financial Advisors LLC, 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, telephone 407-406-5760. All such documents should be read in their entirety by prospective purchasers of the 2026 Bonds.

Citrus County, Florida
Steve Howard
County Administrator

Dated: [May 28, 2026]
*Preliminary, subject to change.

EXHIBIT C TO RESOLUTION

Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2026

NEW ISSUE – BOOK ENTRY ONLY **RATING: See "RATING" herein**

In the opinion of Holland & Knight LLP, Bond Counsel, assuming compliance with certain arbitrage rebate and other tax requirements referred to herein, under existing law, interest on the Series 2026 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and will not be treated as an item of tax preference in computing the alternative minimum tax imposed on individuals under the Code; however, interest on the Series 2026 Bonds is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code. Holders of Series 2026 Bonds could be subject to the consequences of other provisions of the Code, as further described herein. See "TAX MATTERS" herein.

$_____*

CITRUS COUNTY, FLORIDA
Sales Tax Revenue Bonds, Series 2026

Dated: Date of Delivery **Due: October 1, as shown on the inside cover**

The Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds") are being issued by Citrus County, Florida (the "County") pursuant to Article VIII, Section 1 of the Constitution of the State of Florida; Chapter 125, Florida Statutes; Chapter 218, Part VI, Florida Statutes; and other applicable provisions of law (collectively, the "Act"), and pursuant to the terms and conditions of Resolution No. 93-85 adopted by the Board of County Commissioners of the County (the "Board") on May 25, 1993, as amended and restated by Resolution No. 2008-169 adopted by the Board on August 12, 2008, as amended and supplemented, and as particularly as amended and supplemented by Resolution No. 2026-__ adopted by the Board on May 26, 2026 (collectively, the "Resolution"). The Series 2026 Bonds are being issued for the purposes of (i) financing the Costs of the 2026 Project (as more particularly described herein), and (ii) paying the costs of issuance of the Series 2026 Bonds.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary of the issue. Investors should read the entire Official Statement to obtain information needed for the making of an informed investment decision.

For Maturities, Principal Amounts, Interest Rates, Prices, Yields and Initial CUSIP Numbers, see the inside front cover.

The Series 2026 Bonds are being issued by the County as fully registered bonds, which initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form only through Participants in denominations of $5,000 and integral multiples thereof. Purchasers of the Series 2026 Bonds (the "Beneficial Owners") will not receive physical delivery of certificates. Transfers of ownership interests in the Series 2026 Bonds will be affected by the DTC book-entry system as described herein. As long as Cede & Co. is the registered owner as nominee of DTC, principal and interest payments are to be made directly to such registered owner which in turn is to remit such payments to the Participants for subsequent disbursement to the Beneficial Owners. Interest on the Series 2026 Bonds is payable semi-annually on each April 1 and October 1, commencing October 1, 2026. Principal of, premium and interest on the Series 2026 Bonds will be payable by U.S. Bank Trust Company, National Association, Orlando, Florida, as Paying Agent and Registrar.

The Series 2026 Bonds are subject to redemption prior to maturity as set forth herein.

On parity with the Outstanding Capital Improvement Revenue Note, Series 2014A and Capital Improvement Revenue Note, Series 2014C, payment of the principal of and interest on the Series 2026 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon (1) the Half-Cent Sales Tax Revenues (as defined herein), (2) any Qualified Hedge Receipts (net of any Qualified Hedge Payments) (as defined herein), if any, and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the Resolution, other than the Rebate Account (collectively, the "Pledged Funds"); provided, however, that "Pledged Funds" shall not, as to the Series 2026 Bonds, include moneys held in a subaccount in the Reserve Account (other than the Composite Reserve Subaccount, if such Series is secured thereby) created to secure only one or more different Series of Bonds. "Half-Cent Sales Tax Revenues" means proceeds of the Local Government Half-Cent Sales Tax and other moneys received by the County from the Local Government Half-Cent Sales Tax Clearing Trust Fund pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

THE SERIES 2026 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY, SECURED SOLELY BY A LIEN UPON AND PLEDGE OF, AND PAYABLE FROM, THE PLEDGED FUNDS IN ACCORDANCE WITH THE TERMS OF THE RESOLUTION. NO HOLDER OF ANY SERIES 2026 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2026 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2026 BOND FROM ANY MONEYS OF THE COUNTY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

The Series 2026 Bonds are offered when, as, and if issued and received by the Underwriter, subject to the opinion on certain legal matters relating to their issuance by Holland & Knight LLP, Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the County by Denise A. Dymond Lyn, Esq., County Attorney and by Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel to the County. PFM Financial Advisors, LLC, Orlando, Florida is serving as Municipal Advisor to the County. It is expected that the Series 2026 Bonds in definitive form will be available for delivery to the Underwriter in New York, New York at the facilities of DTC on or about _____, 2026.

Electronic bids for the Bonds will be received through IHS Markit's PARITY/BiDCOMP Competitive Bidding System as described in the Official Notice of Sale.

Dated _____, 2026.

*Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____*
CITRUS COUNTY, FLORIDA
Sales Tax Revenue Bonds,
Series 2026

$_____* Series 2026 Serial Bonds

Maturity (October 1)*	Principal Amount*	Interest Rate	Price	Yield	Initial CUSIP Number**

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* Preliminary, subject to change.

** The County and the Underwriter are not responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the County or the Underwriter as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

*** Subject to Term Bond Option as described in the Official Notice of Sale.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The County has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CITRUS COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY

Diana Finegan, Chair
Janet A. Barek, First Vice Chair
Jeffery Kinnard D.C., Second Vice Chair
Rebecca Bays, Commissioner
Holly L. Davis, Commissioner

CLERK OF THE CIRCUIT COURT
Traci Perry

COUNTY ADMINISTRATOR
Steve L. Howard

COUNTY ATTORNEY
Denise A. Dymond Lyn, Esq.

BOND COUNSEL
Holland & Knight LLP
Tampa, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Tampa, Florida

MUNICIPAL ADVISOR
PFM Financial Advisors LLC
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the County to give any information or to make any representations in connection with the Series 2026 Bonds, other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the County, DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2026 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2026 BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE COUNTY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2026 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVES KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE COUNTY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COUNTY OR THE UNDERWRITER AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2026 BONDS.

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OFFICIAL STATEMENT
relating to

$_____*
CITRUS COUNTY, FLORIDA
Sales Tax Revenue Bonds,
Series 2026

INTRODUCTION

General

The purpose of this Official Statement, including the cover page and appendices, is to set forth information concerning Citrus County, Florida (the "County") in connection with the sale of its $_____* Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds").

This introduction is not, and is not intended to be, a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2026 Bonds is made only by means of this Official Statement and is subject in all respects to the information contained herein. For a complete description of the terms and conditions of the Series 2026 Bonds, reference is made to "APPENDIX B—COPY OF THE RESOLUTION" attached hereto.

Unless otherwise indicated, capitalized terms used in this Official Statement shall have the same meanings established in "APPENDIX B—COPY OF THE RESOLUTION" attached hereto.

Citrus County

The County, named in honor of the citrus fruit, was established in June 1887. The County covers a land area of 584 square miles, approximately [**19.5**]% of which is used for agricultural purposes. The County is located in west-central Florida along the Gulf Coast near the geographic center of the State of Florida (the "State"). Adjoining counties are Levy, Marion, Sumter and Hernando. The County has two incorporated cities which are the Cities of Inverness and Crystal River. Inverness, the county seat, is located approximately 70 miles north of Tampa, 55 miles south of Gainesville and about 60 miles west of Orlando. For more information about the County, see "APPENDIX A—GENERAL INFORMATION REGARDING CITRUS COUNTY" attached hereto.

Authority for and Purpose of Issuance

The Series 2026 Bonds are being issued pursuant to Article VIII, Section 1 of the Constitution of the State of Florida; Chapter 125, Florida Statutes; Chapter 218, Part VI, Florida Statutes; and other applicable provisions of law (collectively, the "Act"), and pursuant to the terms and conditions of Resolution No. 93-85 adopted by the Board of County Commissioners of the County (the "Board") on May 25, 1993, as amended and restated by Resolution No. 2008-169 adopted by the Board on August 12,

*Preliminary, subject to change.

2008, as amended and supplemented, and as particularly amended and supplemented by Resolution No. 2026-__ adopted by the Board on May 26, 2026 (collectively, the "Resolution").

The Series 2026 Bonds are being issued to provide funds for the purposes of (i) financing the Costs of the 2026 Project (as more particularly described in "THE 2026 PROJECT" herein), and (ii) paying the costs of issuance of such Series 2026 Bonds.

Security for the Bonds

The payment of the principal of or Redemption Price, if applicable, and interest on the Series 2026 Bonds will be secured forthwith equally and ratably by a pledge of and lien upon (1) the Half-Cent Sales Tax Revenues, (2) any Qualified Hedge Receipts (net of any Qualified Hedge Payments), if any, and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the Resolution, other than the Rebate Account (collectively, the "Pledged Funds"), on parity with the outstanding Capital Improvement Revenue Note, Series 2014A (the "Series 2014A Note"), and Capital Improvement Revenue Note, Series 2014C (the "Series 2014C Note" and together with the Series 2014A Note, the "Outstanding Parity Bonds"). The Series 2026 Bonds, the Outstanding Parity Bonds and any Additional Bonds hereafter issued under the Resolution are collectively referred to herein as the "Bonds." The Series 2026 Bonds are not secured by moneys held in any subaccount in the Reserve Account. "Half-Cent Sales Tax Revenues" means proceeds of the Local Government Half-Cent Sales Tax and other moneys received by the County from the Local Government Half-Cent Sales Tax Clearing Trust Fund pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY, SECURED SOLELY BY A LIEN UPON AND PLEDGE OF, AND PAYABLE FROM, THE PLEDGED FUNDS IN ACCORDANCE WITH THE TERMS OF THE RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE COUNTY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

For more information, see "SECURITY FOR THE BONDS" herein.

The summaries of and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each summary and reference is qualified in its entirety by reference to each such document, statute, report or instrument. All capitalized terms used in this Official Statement and not otherwise defined herein have the meanings set forth in the Resolution, unless the context would clearly indicate otherwise. A form of the Resolution is attached hereto as "APPENDIX B—COPY OF THE RESOLUTION."

Description of the Series 2026 Bonds

The Series 2026 Bonds will be issued in denominations of $5,000 or any integral multiple thereof. Interest on the Series 2026 Bonds is payable semi-annually on April 1 and October 1 of each year, commencing October 1, 2026.

Redemption

The Series 2026 Bonds are subject to redemption prior to maturity as more fully described herein.

Registration and Transfers

Transfer of ownership in the Series 2026 Bonds will be effected by The Depository Trust Company ("DTC") book-entry system as described herein. As long as Cede & Co. is the registered owner as nominee of DTC, principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the Participants (as hereinafter defined) for subsequent disbursement to the Beneficial Owners (as hereinafter defined).

Tax Matters

See "TAX MATTERS" herein and "APPENDIX D—FORM OF BOND COUNSEL OPINION" attached hereto for a description of certain tax matters related to the Series 2026 Bonds.

Continuing Disclosure

The County has agreed and undertaken, for the benefit of Series 2026 Bondholders, to provide certain financial information and operating data relating to the County, the Pledged Funds and the Series 2026 Bonds pursuant to Rule 15c2-12 of the Securities and Exchange Commission. See "CONTINUING DISCLOSURE" herein and "APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

During the offering period, a copy of the Resolution and all documents of the County referred to herein may be obtained from Traci Perry, Clerk of the Circuit Court and Comptroller, 110 N Apopka Avenue, Inverness, Florida, 34450, Telephone (352) 341-6424.

For a complete description of the terms and conditions of the Series 2026 Bonds, reference is made to the Resolution, a copy of which is included in "APPENDIX B—COPY OF THE RESOLUTION" attached hereto. The description of the Resolution, the Series 2026 Bonds and the Pledged Funds do not purport to be comprehensive or definitive.

THE 2026 PROJECT

The "2026 Project" includes, but is not limited to acquiring, constructing and equipping of an animal shelter located on CR 491 South, in Lecanto, Florida, and within the County, and such other projects approved by the County. The purpose of the 2026 Project is to improve the behavioral health and mental health of pets, strengthen disease management and improve efficiency within the County.

DESCRIPTION OF THE SERIES 2026 BONDS

General

The Series 2026 Bonds are issuable in fully registered form in the denomination of $5,000 each or any integral multiple thereof. The Series 2026 Bonds will be dated the date of their delivery, and shall be numbered consecutively from R-1 upward. The Series 2026 Bonds will bear interest payable October 1, 2026 and semiannually thereafter on April 1 and October 1 (each an "Interest Date"), and will mature on the dates and in the principal amounts as set forth on the inside cover page of this Official Statement. Interest on the Series 2026 Bonds will be paid to the Holders of the Series 2026 Bonds by check or draft or by bank wire transfer to Cede & Co. at its address as may appear on the registration books of the County maintained by U.S. Bank Trust Company, National Association, Orlando, Florida in its capacity as Registrar and Paying Agent ("Registrar" or "Paying Agent"), at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the Interest Date (the "Record Date"), irrespective of any transfer or exchange of a Series 2026 Bond subsequent to such Record Date and prior to the next succeeding Interest Date, unless the County shall be in default in payment of interest due on such Interest Date. In the event of any such default, such defaulted interest shall be payable to the Person in whose names the Series 2026 Bonds are registered at the close of business on a special record date as established by notice by deposit in the U.S. mail, postage prepaid, by the County to the Holders of the Series 2026 Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Series 2026 Bonds are registered at the close of business on the fifth day, whether or not a Business Day, preceding the date of mailing. At the request and expense of the registered owner of Series 2026 Bonds, and at the option of the Paying Agent, interest shall be paid by wire transfer on an Interest Date to a bank account designated in writing to the Paying Agent at least five days prior to the applicable Interest Date. Principal of the Series 2026 Bonds shall be payable at maturity or earlier redemption thereof upon presentation and surrender of such Series 2026 Bonds at the designated office of the Registrar by check or draft. As long as the Series 2026 Bonds shall be registered in the name of Cede & Co., all payments of interest on the Series 2026 Bonds shall be made by the Registrar by check or draft or by bank wire transfer to Cede & Co., as Owner of the Series 2026 Bonds.

If any date for payment of the principal of, premium or interest on any Series 2026 Bond is not a Business Day, then, the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment. Interest on the Series 2026 Bonds shall be calculated based on a 360-day year consisting of twelve 30-day months.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM DTC, AND NEITHER THE COUNTY NOR THE UNDERWRITER TAKES ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2026 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2026 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2026 BONDS WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2026 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2026 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2026 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2026 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2026 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2026 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC.

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2026 Bond certificate will be issued for each maturity (and interest rate within a maturity, if applicable) of the Series 2026 Bonds as set forth in the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or

Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2026 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County and/or the Paying Agent, disbursement of such payments to Direct

Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the County or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2026 Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

Redemption Provisions

Optional Redemption

The Series 2026 Bonds maturing on or before October 1, 2036 are not subject to optional redemption prior to maturity. The Series 2026 Bonds maturing on or after October 1, 2037, are subject to redemption prior to their stated dates of maturity at the option of the County in whole or in part on any date on or after October 1, 2036, and if in part, from such maturities as the County shall designate, at the Redemption Price of par plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2026 Bonds maturing on October 1, _____ are subject to mandatory redemption, in part prior to maturity, by lot, in such a manner as the Paying Agent may deem appropriate, on October 1, _____ and on each _____ 1 thereafter to and including October 1, _____, at a Redemption Price equal to the principal amount of such Series 2026 Bonds to be redeemed, without premium, plus interest accrued thereon to the date of redemption on October 1 in the following years and in the following Amortization Installments:

Year (October 1)	Amortization Installments
	$
*	

*Maturity.

Notice of Redemption

Notwithstanding Section 3.01 of the Resolution, notice of redemption of the Series 2026 Bonds, including the notice to the Registrar, may be given by posting such notice of redemption on Electronic Municipal Market Access not more than sixty (60) days and not less than twenty (20) days prior to the Redemption Date of the Series 2026 Bonds and no newspaper publication of such redemption notice shall be required. Notwithstanding any other provision of the Resolution, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the County if expressly set forth in such notice.

Each notice shall set forth the date fixed for redemption for each Series 2026 Bond being redeemed, the Redemption Price to be paid, the date of such notice the original issue date of such Series 2026 Bonds, the maturity date and rate of interest borne by each Series 2026 Bond being redeemed, the name, address and telephone number of the person designated by the Registrar to be responsible for such redemption and, if less than all of the Series 2026 Bonds then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP Numbers, if any, of such Series 2026 Bonds to be redeemed and, in the case of the Series 2026 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2026 Bond is to be redeemed in part only, the notice of redemption which relates to such Series 2026 Bond shall also state that on or after the redemption date, upon surrender of such Series 2026 Bond, a new Series 2026 Bond or Series 2026 Bonds in a principal amount equal to the unredeemed portion of such Series 2026 Bond will be issued.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the owner of such Series 2026 Bond receives such notice.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the requirements of this paragraph; provided however, that failure of such notice or payment to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in the Resolution.

(a) Each notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service, facsimile or other electronic delivery system to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2026 Bonds (such depositories now being The Depository Trust Company, and Midwest Securities Trust Company), and to one or more national information services that disseminate notices of redemption of obligations such as the Series 2026 Bonds.

(b) Upon the payment of the Redemption Price of Series 2026 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Series 2026 Bonds being redeemed with the proceeds of such check or other transfer.

Any notice of optional redemption may contain a statement that the redemption of Series 2026 Bonds on the date set for redemption is conditioned upon the occurrence of certain events to occur after the mailing of such notice but on or prior to the date set for redemption including, without limitation, the issuance of refunding obligations.

Effect of Notice of Redemption

Notice having been given in the manner and under the conditions provided in the Resolution, the Series 2026 Bonds or portions of the Series 2026 Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the Redemption Price provided for redemption of such Series 2026 Bonds or portions of Series 2026 Bonds on such date. On the date so designated for redemption, moneys for payment of the Redemption Price being held in a separate account or accounts by the Paying Agent, or an escrow agent, in trust for the registered owners of the Series 2026 Bonds or portions thereof to be redeemed, all as provided in the Resolution, interest on the

Series 2026 Bonds or portions of Series 2026 Bonds so called for redemption shall cease to accrue, such Series 2026 Bonds and portions of Series 2026 Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and the registered owners of such Series 2026 Bonds or portions of Series 2026 Bonds shall have no right in respect thereof except to receive payment of the Redemption Price thereof and, to the extent provided in the Resolution, to receive Bonds for any unredeemed portions of the Series 2026 Bonds.

Redemption of Portion of Registered Bonds

In case part but not all of an Outstanding fully-registered Series 2026 Bond shall be selected for redemption, the registered owners thereof shall present and surrender such Series 2026 Bond to its designated Registrar (or if no such Registrar is designated, to the County) for payment of the principal amount thereof so called for redemption, and the County shall execute and cause to be authenticated and delivered to or upon the order of such registered owner, without charge therefor, for the unredeemed balance of the principal amount of the Series 2026 Bond so surrendered, a Series 2026 Bond or Series 2026 Bonds fully-registered as to principal and interest.

Series 2026 Bonds Called for Redemption Not Deemed Outstanding

So long as the Series 2026 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to mutilated, destroyed, stolen or lost Series 2026 Bonds do not apply to the Series 2026 Bonds.

The Series 2026 Bonds or portions of Series 2026 Bonds that have been duly called for redemption under the provisions in the Resolution, and with respect to which amounts, sufficient to pay the principal of, premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate accounts by an escrow agent or any Paying Agent in trust for the Holders thereof, as provided in the Resolution and as to which any conditions to such redemption have been satisfied, shall not be deemed to be Outstanding under the provisions of the Resolution and shall cease to be entitled to any lien, benefit or security under the Resolution, except to receive the payment of the Redemption Price on or after the designated date of redemption from moneys deposited with or held by the escrow agent or Paying Agent, as the case may be, for such redemption of the Series 2026 Bonds and, to the extent provided in the Resolution, to receive the Series 2026 Bonds for any unredeemed portions of the Series 2026 Bonds.

Purchase in Lieu of Redemption

Notwithstanding any provision contained in the Resolution to the contrary, the County shall have the option to cause the Series 2026 Bonds to be purchased in lieu of redemption on the applicable redemption date at a price equal to the then applicable redemption price, plus accrued interest thereon to, but not including, the date of such purchase. Such option may be exercised by delivery to the Paying Agent (if the Registrar is not the Paying Agent for such Series 2026 Bonds) on or prior to the Business Day preceding the redemption date of a written notice of the County stating that the Series 2026 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to this paragraph with the moneys provided or to be provided by the County or on behalf of the County. Upon delivery of such notice, the Series 2026 Bonds shall not be redeemed but shall instead be subject to mandatory tender at the redemption price on the date that would have been the redemption date.

Series 2026 Bonds Mutilated, Destroyed, Stolen or Lost

In case any Series 2026 Bond shall become mutilated, or be destroyed, stolen or lost, the County may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Series 2026 Bond of like tenor as the Series 2026 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2026 Bond upon surrender and cancellation of such mutilated Series 2026 Bond or in lieu of and substitution for the Series 2026 Bond destroyed, stolen or lost, and upon the Holder furnishing the County and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the County or the Registrar may prescribe and paying such expenses as the County and the Registrar may incur. All Series 2026 Bonds so surrendered or otherwise substituted shall be cancelled by the Registrar. If any of the Series 2026 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2026 Bond, the County may pay the same or cause the Series 2026 Bond to be paid, upon being indemnified as aforesaid, and if such Series 2026 Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2026 Bonds issued pursuant to the Resolution shall constitute original, additional contractual obligations on the part of the County whether or not the lost, stolen or destroyed Series 2026 Bond be at any time found by anyone, and such duplicate Series 2026 Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Series 2026 Bonds issued under the Resolution.

Interchangeability, Negotiability and Transfer

So long as the Series 2026 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to transfer and exchange of Series 2026 Bonds do not apply to the Series 2026 Bonds.

Series 2026 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2026 Bonds, interest rate and maturity of any other authorized denominations.

The Series 2026 Bonds issued under the Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in the Resolution and in the Series 2026 Bonds. So long as any of the Series 2026 Bonds shall remain Outstanding, there shall be maintained and kept, at the office of the Registrar, books for the registration and transfer of the Series 2026 Bonds.

Each Series 2026 Bond shall be transferable only upon the registration books, at the office of the Registrar, under such reasonable regulations as the County may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Series 2026 Bond, the County shall issue, and cause to be authenticated, in the name of the transferee a new Series 2026 Bond or Series 2026 Bonds of the same aggregate principal amount and maturity as the surrendered Series 2026 Bond. The County, the Registrar and any Paying Agent or fiduciary of the County may deem and treat the Person in whose name any Outstanding Series 2026 Bond shall be registered upon the books of the County as the absolute owner of such Series 2026 Bond, whether such Series 2026 Bond shall be overdue or not, for the purpose

of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Series 2026 Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond to the extent of the sum or sums so paid and neither the County nor the Registrar nor any Paying Agent or other fiduciary of the County shall be affected by any notice to the contrary.

Upon the occurrence of a payment default on the Series 2026 Bonds, the Registrar shall make available to the Insurer(s) and any Credit Bank(s) or their designated agents the names, addresses and holdings of Series 2026 Bondholders and any other relevant information contained in the registration books. In addition, the Registrar, in any case where it is not also the Paying Agent in respect to Series 2026 Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Series 2026 Bonds; and (C) at any other time as reasonably requested by the Paying Agent of such Series, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Series 2026 Bond shall effect payment of interest on such Series 2026 Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Series 2026 Bonds or transferring Series 2026 Bonds is exercised, the County shall execute and deliver Series 2026 Bonds and the Registrar shall authenticate such Series 2026 Bonds in accordance with the provisions of the Resolution. Execution of the Series 2026 Bonds by the Chairman and Clerk for purposes of exchanging, replacing or transferring Series 2026 Bonds may occur at the time of the original delivery of the Series 2026 Bonds. All Series 2026 Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the County to be cancelled by the Registrar. For every such exchange or transfer of Series 2026 Bonds, the County or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The County and the Registrar shall not be obligated to make any such exchange or transfer of the Series 2026 Bonds during the fifteen (15) days next preceding an Interest Date on the Series 2026 Bonds or, in the case of any proposed redemption of such Series 2026 Bonds, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Series 2026 Bonds called for redemption, continuing until such redemption date.

SECURITY FOR THE BONDS

General

The payment of the principal of or Redemption Price, if applicable, and interest on the Series 2026 Bonds and the payment of Qualified Hedge Payments, if any, shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The Series 2026 Bonds will be issued on parity with the Outstanding Parity Bonds. Pursuant to the Resolution the County irrevocably pledged the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds and the payment of Qualified Hedge Payments.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY, SECURED

SOLELY BY A LIEN UPON AND PLEDGE OF, AND PAYABLE FROM, THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT DESCRIBED IN THE RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE COUNTY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

"Pledged Funds" means (1) the Half-Cent Sales Tax Revenues, (2) any Qualified Hedge Receipts (net of any Qualified Hedge Payments), and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the Resolution, other than the Rebate Account. "Pledged Funds" shall not, as to a particular Series of Bonds, include moneys held in a subaccount in the Reserve Account (other than the Composite Reserve Subaccount if such Series is secured thereby) created to secure only one or more different Series of Bonds.

"Half-Cent Sales Tax Revenues" means proceeds of the Local Government Half-Cent Sales Tax and other moneys received by the County from the Local Government Half-Cent Sales Tax Clearing Trust Fund pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

Funds and Accounts

The County has covenanted and agreed in the Resolution to establish certain funds and accounts, including the "Revenue Fund" and the "Debt Service Fund." The County shall maintain within the Debt Service Fund three accounts: the "Debt Service Account," the "Reserve Account," and the "Rebate Account." The Resolution also provides for the creation of a construction fund for each Project financed with the proceeds of a Series of Bonds, including the 2026 Project Construction Fund for purposes of the 2026 Project to be financed with the proceeds of the Series 2026 Bonds. In addition, there may be created within the Reserve Account separate subaccounts with respect to and securing separate Series of Bonds.

Moneys in the aforementioned funds and accounts, other than the Rebate Account, until applied in accordance with the provisions of the Resolution, are subject to a lien and charge in favor of the Holders of the Bonds for the further security thereof; provided, however, that moneys in any separate subaccount in the Reserve Account established for a particular Series of Bonds shall secure only the Bonds of the Series designated to be secured thereby.

The Series 2026 Bonds are not secured by a Reserve Account. See "—No Reserve for the Series 2026 Bonds" below.

The County may at any time and from time-to-time deposit moneys from any one or more of the funds and accounts established by the Resolution with a depository permitted under applicable law. Any such depositary or depositaries shall perform at the direction of the County the duties of the County in depositing, transferring and disbursing moneys to and from each of such funds and accounts as therein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the County and its agents and employees.

The moneys required to be accounted for in each of the foregoing funds and accounts established in the Resolution may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established therein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the

moneys on deposit therein and such investments for the various purposes of such funds and accounts as therein provided.

The designation and establishment of the various funds and accounts in and by the Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as therein provided.

2026 Project Construction Fund

Moneys in the 2026 Project Construction Fund, until applied in payment of any item of the Cost of the applicable Project in the manner provided in the Resolution, shall be held in trust by the County and shall be subject to a lien and charge in favor of the Holders of the Series 2026 Bonds for the further security thereof; provided, however, that moneys in the 2026 Project Construction Fund shall secure only the Series 2026 Bonds. There shall be paid into the 2026 Project Construction Fund the amounts required to be paid by the provisions of the Resolution, as supplemented.

The 2026 Project Construction Fund shall be used for the payment of Costs of the 2026 Project in accordance with the Resolution.

No Reserve for the Series 2026 Bonds

Pursuant to the Resolution, the County has determined that the applicable Reserve Account Requirement for the Reserve Account shall equal $0, which means that the Series 2026 Bonds are not secured by any amounts on deposit in the Reserve Account.

Flow of Funds

The following is a summary of certain provisions of the Resolution relating to the flow of funds and is qualified in its entirety by reference to the Resolution.

(A) The County shall, promptly upon receipt, deposit all of the Half-Cent Sales Tax Revenues and Qualified Hedge Receipts into the Revenue Fund. The moneys on deposit in the Revenue Fund shall be deposited or credited on or before the twenty-fifth day of each month, commencing in the month immediately following delivery of any of the Bonds to the purchasers thereof, in the following manner and in the following order of priority:

(1) Debt Service Account. First, by deposit into the Debt Service Account, an amount equal to (i) the sum which together with the balance therein for such purpose, shall equal the interest on all Outstanding Bonds and all Qualified Hedge Payments, in each case, accrued and unpaid and to accrue to the end of the current month, and (ii) the sum, which together with the balance therein for such purpose shall equal the principal amount on all Outstanding Bonds due and unpaid and that portion of the principal and Amortization Installments due on the next principal payment date which would have accrued on such bonds during the then-current calendar month if such principal amounts and Amortization Installments were deemed to accrue monthly in equal amounts from the next preceding principal payment date or Term Bond redemption date, as the case may be, or if there is no such preceding principal payment date or Term Bond redemption date, from the later of the date of issuance of

the applicable Bonds or a date that is one year prior to the due date of such principal amount or such Term Bond redemption date, as the case may be, until there are sufficient funds then on deposit equal to the sum of the interest, principal and redemption payments due on the Bonds on the next interest payment, principal payment and redemption dates and to timely pay Qualified Hedge Payments becoming due; provided however, with respect to Designated Maturity Bonds, the unamortized principal coming due on the final maturity date thereof that the County reasonably anticipates refinancing, as reflected in the Annual Budget and/or a certificate of the Chief Financial Officer, shall not be included, and in lieu thereof there shall include equal monthly principal installments in the (12) twelve months preceding the Bond Year in which such final maturity occurs only such principal amount that the County certifies that it reasonably anticipates to become due in such year after taking into account any such anticipated refinancing of such Designated Maturity Bonds.

Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to timely pay interest, principal and redemption premiums and any Qualified Hedge Payments next becoming due and payable, after making allowance for any accrued and capitalized interest, and to make up any deficiency or loss that may otherwise arise in such fund or account. Additionally, if Variable Rate Bonds are Outstanding on the twenty-fifth day of such month, unless the County shall establish a different procedure for the payment or deposit of monthly interest on such Variable Rate Bonds in the Supplemental Resolution authorizing such Bonds, the County shall deposit into the Debt Service Account in lieu of the monthly interest deposit described above, the interest actually accruing on such Bonds for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the date of deposit of funds from the Revenue Fund to the Debt Service Account will continue through the end of such month. On or before each Interest Date and each payment date for Qualified Hedge Payments, the County shall make up any deficiencies in such interest deposit, based on the actual interest accruing through such date, from and to the extent of the funds remaining on deposit in the Revenue Fund.

Amounts accumulated in the Debt Service Account with respect to any Amortization Installment (together with amounts accumulated in the Debt Service Account with respect to interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the County, on or prior to the sixtieth day preceding the due date of such Amortization Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms; provided that the purchase or Redemption Price shall not exceed the principal amount of such Bonds, plus accrued interest or, with respect to Capital Appreciation Bonds, the Accreted Value thereof. The principal amount (Accreted Value with respect to Capital Appreciation Bonds) of Bonds so purchased or redeemed shall be credited against and reduce the next ensuing Amortization Installment. As soon as practicable after the sixtieth day preceding the due date of any such Amortization Installment, the County shall proceed to call for redemption on such due date, by causing notice to be given as provided in the Resolution, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The County shall pay out of the Debt Service Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the County from the Revenue Fund.

(2) Reserve Account. There shall next be deposited to each subaccount of the Reserve Account, amounts, including amounts necessary to reimburse the County of a Reserve Account Insurance Policy or a Reserve Account Letter of Credit for draws thereunder in order to reinstate such Reserve Account Insurance Policy or Reserve Account Letter of Credit, which, after taking into account other funds then on deposit therein (including amounts available under any Reserve Account Insurance Policy or Reserve Account Letter of Credit), will be sufficient to make the funds (or amounts of Reserve Account Insurance Policies and/or Reserve Account Letters of Credit) on deposit therein equal to the Reserve Account Requirement for each such subaccount; provided, however, that if the funds on deposit in a subaccount or subaccounts in the Reserve Account are less than the applicable Reserve Account Requirement as a result of a withdrawal therefrom for the payment of debt service on the Bonds due to a deficiency in the amounts available in the Debt Service Account, the amount of such deficiency may be made up through twelve (12) substantially equal monthly installments, with such installments to commence the month after such withdrawal from the Reserve Account. Notwithstanding the foregoing, if a deficiency occurs in the Reserve Account due to the valuation of investments held therein as a result of the valuation required by the Resolution, the County may cure such deficiency by making substantially equal monthly deposits to the Reserve Account over a period commencing in the month following the valuation giving rise to the deficiency and ending not later than twelve (12) months after such valuation. To the extent there are insufficient moneys in the Revenue Fund to make the required monthly deposit into each subaccount of the Reserve Account, such deposits shall be made to each subaccount on a pro rata basis in relation to the amount of the deficiency existing in each subaccount. On or prior to each principal and Interest Date for the Bonds, moneys in each subaccount of the Reserve Account shall be applied by the County to the payment of the principal of, or Redemption Price, if applicable, and interest on the related Series of Bonds to the extent moneys in the Debt Service Account are insufficient therefor.

The moneys on deposit in each subaccount in the Reserve Account shall be applied in the manner provided in the Resolution solely for the payment of maturing principal of, Redemption Price, if applicable, or interest or Amortization Installments on the Series of Bonds secured by such subaccount and shall not be available to pay debt service on any other Series.

Notwithstanding the foregoing provisions, in lieu of the required deposits into a subaccount of the Reserve Account, the County may cause to be deposited into such subaccount a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in such subaccount, if any. Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to the Resolution and available for such purpose; but in all events any cash or investments in a subaccount in the Reserve Account shall be applied before moneys derived from a Reserve Account Insurance Policy or Reserve Account Letter of Credit in such subaccount and if more than one Reserve Account Insurance Policy and/or Reserve Account Letter of Credit secures such subaccount, such instruments shall be drawn upon on a pro rata basis (in the proportion of the maximum amount available to be drawn under each instrument). The issuer providing such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall at the time of delivery, either be (a) an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) by S&P and Moody's or (b) a commercial bank, insurance company or other financial institution the bonds payable or guaranteed by which have been assigned a rating by Moody's and S&P

in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories). In addition, such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be for a term of not less than twelve (12) months and any reimbursement agreement related thereto shall provide that the County's reimbursement obligation thereunder shall be subordinate to the payment of the principal of and interest on the Bonds.

Notwithstanding the foregoing, if one or more subaccounts in the Reserve Account have been funded with cash or Authorized Investments and no Event of Default shall have occurred and be continuing under the Resolution, the County may, at any time in its discretion, substitute a Reserve Account Insurance Policy or Reserve Account Letter of Credit meeting the requirements of the Resolution for the cash and Authorized Investments in any such subaccount, and the County may then withdraw such cash and Authorized Investments from such subaccount and apply them to any lawful purpose, so long as (i) the same does not adversely affect any rating by a rating agency then in effect for the applicable Series of Outstanding Bonds and (ii) the County obtains an opinion of Bond Counsel that such actions will not, in and of themselves, adversely affect the exclusion from gross income of interest on the applicable Series of Bonds (if other than Taxable Bonds) for federal income tax purposes.

(3) Balance. On a monthly basis, the balance of any moneys after the required deposits described above may be applied by the County for any lawful purpose, including, without limitation, payments with respect to Subordinated Indebtedness.

(B) The County shall not be required to make any further payments into the Debt Service Account or the Reserve Account, including the subaccounts therein, when (i) the amount of funds in the Debt Service Account set aside specifically to pay debt service on the Bonds and Qualified Hedge Payments and, with respect to Bonds only, the funds in the Reserve Account, including the subaccounts therein, set aside specifically to pay debt service on the Bonds are, in the aggregate, at least equal to the aggregate principal amount of Bonds issued pursuant to the Resolution and then Outstanding, plus the amount of interest then due or thereafter to become due on such Outstanding Bonds (provided that the amounts in the separate subaccounts in the Reserve Account shall be allocated only to the Series of Bonds secured thereby), and the amount of Qualified Hedge Payments then or thereafter to become due under Qualified Hedge Agreements or (ii) if all Bonds then Outstanding have otherwise been defeased pursuant to the Resolution.

The County, in its discretion, may use moneys in the Debt Service Account to purchase for cancellation or redeem Bonds coming due on the next principal payment date, provided the purchase or Redemption Price shall not exceed the principal amount (Accreted Value with respect to Capital Appreciation Bonds) of the Bonds so purchased or redeemed, plus accrued interest and such purchase for cancellation or redemption does not adversely affect the County's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(C) On or prior to the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds or any Qualified Hedge Payment, the County shall withdraw from the Debt Service Account sufficient moneys to pay such principal or Redemption Price, if applicable, or interest or Qualified Hedge Payment and deposit such moneys with the Paying Agent for the Bonds to be paid or pay such applicable amount to the counterparty entitled to receive such Qualified Hedge Payment.

(D) In the event the County shall issue a Series of Bonds secured by a Credit Facility, the County may establish such separate subaccounts in the Debt Service Account to provide for payment of the principal of and interest or purchase price on such Series as it shall deem necessary or appropriate; provided one Series of Bonds shall not have preference in payment from Pledged Funds over any other Series of Bonds. The County may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in the Resolution as shall be necessary to pay the principal of and interest or purchase price on such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in any subaccounts established for such Bonds may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of or Redemption Price, if applicable, and interest on such Bonds otherwise payable from such amounts.

Investments

All funds or other property which at any time may be owned or held in the possession of or deposited with the County in the funds and accounts under the provisions of the Resolution shall be held in trust and applied only in accordance with the provisions of the Resolution, and shall not be subject to lien or attachment by any creditor of the County.

Each Construction Fund, Revenue Fund, Debt Service Fund and the accounts and subaccounts in the Resolution shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State. Moneys on deposit in each Construction Fund, Revenue Fund and the Debt Service Fund may only be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed for the purposes of such fund or account. All investments shall be valued at market value, exclusive of accrued interest. Valuation shall occur no less frequently than annually, except in the event of a withdrawal from the Reserve Account, whereupon investments in the Reserve Account shall be valued immediately after such withdrawal. Moneys in the Rebate Account may be invested in Authorized Investments to the extent the same will not cause interest on any Bonds Outstanding under the Resolution that are not Taxable Bonds to be includable in gross income for federal income tax purposes.

Except as otherwise provided in the Resolution, including specifically, the obligations of the County with respect to the funding of the Rebate Account set forth in the Resolution, any and all income received by the County from the investment of moneys in each Construction Fund, the Debt Service Fund and the Revenue Fund (including the Accounts and subaccounts therein) and each subaccount of the Reserve Account (to the extent such income and the other amounts therein are less than the Reserve Account Requirement applicable thereto), shall be retained in such respective Fund, Account or subaccount until the amount on deposit therein is sufficient for the purpose thereof, and thereafter may be applied for any lawful purpose. Investment income received from the investment of funds on deposit in a subaccount in the Reserve Account, to the extent that amounts on deposit therein exceed the Reserve Account Requirement, shall be transferred to the Debt Service Account.

Nothing contained in the Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under the Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Subordinated Indebtedness

Except as otherwise provided in the Resolution, the County will not issue any other obligations payable from the Pledged Funds or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The County may at any time or from time to time issue evidences of indebtedness payable in whole or in part from the Pledged Funds and which may be secured by a pledge of the Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinate in all respects to the pledge of the Pledged Funds created by the Resolution and provided further that such evidence of indebtedness shall provide by its terms that it cannot be accelerated and paid from the Pledged Funds unless the Bonds have been previously accelerated or unless such acceleration and payment does not have a material adverse effect on the ability of the County to pay debt service on the Bonds from the Pledged Funds as the same becomes due and payable and to meet all of its other payment obligations hereunder in accordance with the terms of the Resolution. The County shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to the Resolution. The County agrees to pay, in accordance with the terms set forth above, promptly any Subordinated Indebtedness as the same shall become due.

The County currently has no Subordinated Indebtedness outstanding under the Resolution.

Additional Bonds

No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to the Resolution, shall be issued and no Qualified Hedge Agreement may be entered into except upon the conditions and in the manner provided in the Resolution. The County may issue one or more Series of Additional Bonds for any one or more of the following purposes: financing or refinancing the Cost of an Additional Project, or the completion thereof or of the Initial Project, or refunding any or all Outstanding Bonds or any Subordinated Indebtedness of the County or any other lawful purpose.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(1) Except as otherwise provided in (3) below, there shall have been obtained and filed with the County a statement of the Clerk, as chief financial officer of the County: (a) stating that the books and records of the County relating to the Half-Cent Sales Tax Revenues pledged for the payment of Bonds have been reviewed by such officer; (b) setting forth the amount of the Half-Cent Sales Tax Revenues which have been received by the County either (i) during any twelve (12) consecutive months designated by the County within the twenty-four (24) months immediately preceding the date of delivery of such Additional Bonds with respect to which such statement is made or (ii) for the most recently completed Fiscal Year for which audited financial statements are available; and (c) stating that the aggregate amount of the Half-Cent Sales Tax Revenues received during the aforementioned period equals at least 1.75 times the Maximum Annual Debt Service of all Bonds then Outstanding and such Additional Bonds with respect to which such statement is made (which for purposes of this calculation will include a netting of debt service payments and corresponding Qualified Hedge Payments, as and to the extent contemplated in the definition of "Annual Debt Service").

(2) Each Supplemental Resolution authorizing the issuance of Additional Bonds shall recite that all of the covenants contained in the Resolution will be fully applicable to such Additional Bonds as if originally issued under the Resolution. Except as otherwise provided in the Resolution, Additional Bonds issued pursuant to the terms and conditions of the Resolution shall be deemed on a parity with all Bonds then Outstanding, and all of the covenants and other provisions of the Resolution shall be for the equal benefit, protection and security of the Holders of any Bonds originally authorized and issued pursuant to the Resolution and the Holders of any Bonds evidencing additional obligations subsequently created within the limitations of and in compliance with the Resolution.

(3) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of paragraph (1) above shall not apply if (i) the final maturity date of the Additional Bonds being issued is not later than the final maturity date of the Bonds being refunded by such Additional Bonds, and (ii) the Annual Debt Service for such Additional Bonds for each Bond Year does not exceed the Annual Debt Service for such Bond Year for the Outstanding Bonds being refunded by such Additional Bonds. The conditions of paragraph (1) above shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of the first sentence in this paragraph (3).

(4) Notwithstanding any other provision contained in the Resolution, the County may not issue any Additional Bonds if at the time of such issuance there shall have occurred an Event of Default which has not been cured or satisfied, unless such Event of Default shall be cured upon the issuance of such Additional Bonds.

Accession of Subordinated Indebtedness to Parity Status

Subordinated Indebtedness may become parity indebtedness under the Resolution and be treated as Additional Bonds for all purposes thereof if as of the date of calculation at any time after the issuance thereof such Subordinated Indebtedness shall meet each of the requirements imposed upon the issuance of Additional Bonds by the Resolution, assuming, for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds issued on the date of calculation. In connection with such accession of Subordinated Indebtedness, the County shall either create a separate subaccount in the Reserve Account and fund the Reserve Account Requirement with respect thereto, to the extent applicable, or designate such Bonds as a Series secured by the Composite Reserve Subaccount and fund the increase in the Composite Reserve Requirement attributable thereto in accordance with the Resolution. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to the Resolution, and such Subordinated Indebtedness shall be considered Additional Bonds for all purposes provided in the Resolution.

Books and Records

The County will keep separate books and records of the receipt of the Half-Cent Sales Tax Revenues, in each case, in accordance with generally accepted accounting principles and the Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the County relating thereto.

Annual Audit

The County shall, by March 31 of the calendar year immediately following the close of each Fiscal Year, cause the financial statements of the County to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the County of any covenant or agreement therein which is disclosed by the audit of the financial statements. The annual financial statement shall be prepared in conformity with generally accepted accounting principles. A copy of the audited financial statements for each Fiscal Year shall be furnished to any Credit Bank or Insurer and any Holder of a Bond who shall have furnished his or her address to the Clerk and requested in writing that the same be furnished to him or her. The County shall be permitted to make a reasonable charge for furnishing such audited financial statements to any Bondholder.

No Impairment; Collection of Revenues

The pledging of the Pledged Funds in the manner provided in the Resolution shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board.

The County shall exercise all legally available remedies to enforce such collections now or hereafter available under State law. The County shall be unconditionally and irrevocably obligated, so long as any of the Bonds are outstanding and unpaid, to take all lawful action within its control necessary or required to continue to entitle the County to receive the Half-Cent Sales Tax Revenues in the same or greater amounts and at the same or greater rates as now provided by law to pay the principal of and interest on the Bonds and to make the other payments provided.

The County will not take any action which will impair or adversely affect its right to receive Half-Cent Sales Tax Revenues, as pledged in the Resolution, or impair or adversely affect in any manner the pledge of the Pledged Funds provided in the Resolution.

Annual Budget

The Board shall prepare, approve and adopt each year by resolution, a detailed annual budget pursuant to which it shall allocate, from the Pledged Funds, an amount which is sufficient to pay the Annual Debt Service for the current Bond Year (including anticipated amortization of Designated Maturity Bonds and Commercial Paper Obligations) plus all other amounts required to be paid by the County pursuant to the Resolution into the funds and accounts established under the Resolution, or otherwise, for such Bond Year. The covenant and agreement on the part of the County to budget and appropriate such amount shall be cumulative and shall continue until all required payments shall have been budgeted, appropriated and actually paid into the fund and accounts under the Resolution. Copies of its annual budget shall be available for inspection upon reasonable notice at the offices of the County.

HALF-CENT SALES TAX REVENUES

General

Half-Cent Sales Tax Revenues consist of the amount of the Local Government Half-Cent Sales Tax and other moneys distributed by the State of Florida (the "State") from the Local Government Half-Cent Sales Tax Clearing Trust Fund (the "Trust Fund") to the County pursuant to the provisions of Chapter 218, Part VI, Florida Statutes (the "Sales Tax Act").

The State levies and collects a sales tax on, among other things, the sales price of each item or article of tangible personal property sold retail in the State, subject to certain exceptions and dealer allowances. In 1982, with the enactment of Chapter 218, Part VI, Florida Statutes, the Florida legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. See "—Eligibility" below. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized.

Section 212.20, Florida Statutes, provides for the distribution of sales tax revenues collected by the State and further provides for the distribution of a portion of sales tax revenues to the Trust Fund, after providing for transfers to the General Fund. The proportion of sales tax revenues deposited in the Trust Fund (the "Statewide Half-Cent Sales Tax Revenues") currently is 8.9744% of the amount remitted to the State by a sales tax dealer located within a participating county reduced first by a transfer of $50 million to the State Department of Commerce and then by a transfer of 0.1018% of the remaining amount to the Public Employees Relations Commission Trust Fund. Such amount deposited in the Trust Fund is earmarked for distribution to the governing body of such county and each participating municipality within that county pursuant to a distribution formula. In addition, 0.0966% of the amount remitted to the State by a sales tax dealer located within a participating county shall be transferred to the Trust Fund and distributed pursuant to Section 218.65, Florida Statutes, for emergency distributions. The general rate of sales tax in the State is currently 6%.

The Statewide Half-Cent Sales Tax Revenues are distributed from the Trust Fund on a monthly basis to participating units of local government in accordance with Sales Tax Act. Florida law also allows counties to impose a sales surtax of up to 1% to fund infrastructure improvements upon approval by a vote of the electors of such county. The County has not imposed such an infrastructure sales surtax. Any such surtax, if enacted, is not deposited in the Trust Fund, does not constitute Half-Cent Sales Tax Revenues, and is not pledged to the payment of the Series 2026 Bonds pursuant to the Resolution

As of October 1, 2001, the Trust Fund began receiving amounts derived from certain taxes imposed by the State on the sales of communication services (the "CST Revenues") pursuant to Chapter 202, Florida Statutes (the "CST Law"). The CST Revenues described above constitute a portion of the "other moneys" distributed from the Trust Fund. Accordingly, moneys distributed from the Trust Fund now consist of funds derived from general sales tax proceeds and CST Revenues distributed to the Trust Fund pursuant to law. All moneys distributed to the County from the Trust Fund (whether derived from the general sales tax or from the portion of the CST Revenues) constitute Half-Cent Sales Tax Revenues

for purposes of the Resolution and are a part of the Pledged Funds pledged to the payment of the Bonds. Moneys received by the County pursuant to the CST Law that are not deposited in the Trust Fund do not constitute Half-Cent Sales Tax Revenues and are not pledged to the payment of the Series 2026 Bonds pursuant to the Resolution.

Eligibility

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have:

(i) reported its finances for its most recently completed fiscal year to the State Department of Financial Services as required by Florida law;

(ii) made provisions for annual post audits of financial accounts in accordance with provisions of law;

(iii) levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special millages authorized by the voters, to produce the revenue equivalent to a millage rate of three (3) mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such three (3) mill ad valorem tax, to have received a remittance from the county pursuant to a municipal services benefit unit, collected an occupational license tax, utility tax, or ad valorem tax, or have received revenue from any combination of those four sources;

(iv) certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation;

(v) certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation;

(vi) certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law; and

(vii) certified to the Florida Department of Revenue ("FDOR") that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law.

Although the Sales Tax Act does not impose any limitation on the number of years during which a county or municipality may receive distributions of the Statewide Half-Cent Sales Tax Revenues from the Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional requirements of eligibility for counties and municipalities participating in the Statewide Half-Cent Sales Tax program, or the distribution formulas in Sections 212.20(6)(d) or 218.62, Florida Statutes, may be revised. To be eligible to receive distributions from the Trust Fund in future years, the County must comply with the financial reporting and other requirements of the Sales Tax Act. Otherwise, the County would lose its Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by the FDOR. Pursuant to the Resolution, the County has covenanted to do all things on

its part to maintain eligibility to participate in the distribution of funds from the Trust Fund. The County has always maintained eligibility to receive the Half-Cent Sales Tax Revenues.

Distribution

Statewide Half-Cent Sales Tax Revenues collected within a county and deposited in the Trust Fund are distributed among such county and the eligible municipalities therein in accordance with the following formula:

$$\text{County's share (expressed as a percentage of total Statewide Half-Cent Sales Tax Revenues)} = \frac{\text{Unincorporated county population} + \text{2/3 of the incorporated county population}}{\text{total county population} + \text{2/3 of the incorporated county population}}$$

$$\text{Each municipality's share (expressed as a percentage of Statewide Half-Cent Sales Tax Revenues)} = \frac{\text{municipality population}}{\text{total county population} + \text{2/3 of the incorporated county population}}$$

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Percentage Distributions of Statewide Half-Cent Sales Tax Revenues within Citrus County and Municipalities[1]
2016-2025

Fiscal Year Ending September 30	Citrus County	City of Inverness	City of Crystal River
2016	93.03%	5.24%	2.25%
2017	93.03	5.24	2.23
2018	93.06	5.20	2.23
2019	93.09	5.19	2.23
2020	93.00	5.20	2.35
2021	93.04	5.09	2.38
2022	93.24	4.76	2.10
2023	93.13	5.12	2.26
2024	93.32	5.07	2.25
2025	93.31	4.97	2.20

(1) The percentages may not equal 100% because of rounding.
Source: Source: Florida Department of Revenue

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Historical Collections

The following table sets forth historical data regarding the collection of overall sales tax revenues and the annual percentage increases for the State and for the County. Only the portion of the overall sales tax revenues which constitute "Half-Cent Sales Tax Revenues" for purposes of the Resolution and allocable to the County are subject to the lien of the Bondholders. See "SECURITY FOR THE BONDS - General" herein. See also the table under "Percentage Distributions of Statewide Half-Cent Sales Tax Revenues within the County and Municipalities" above.

State of Florida and Citrus County
Historical Sales Tax Collections
2016-2025

Fiscal Year Ended June 30	State of Florida	% Change	Citrus County	% Change
2016	$24,089,395,919	N/A	$101,379,637	N/A
2017	25,221,896,108	4.70%	103,382,282	1.98%
2018	26,530,495,021	5.19	109,988,309	6.39
2019	27,951,995,996	5.36	108,260,940	(1.60)
2020	27,046,325,699	(3.24)	125,196,313	15.64
2021	29,895,094,700	10.53	135,535,103	8.26
2022	38,007,484,811	27.14	143,692,457	6.02
2023	40,168,495,116	5.69	142,361,463	(0.93)
2024	40,142,876,976	0.06	144,343,738	1.39
2025	40,313,599,861	0.43	145,242,142	0.62

Source: Florida Department of Revenue

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Historical Half-Cent Sales Tax Revenue Distributions
State of Florida and Citrus County
2016-2025[1]

County Fiscal Year Ended September 30	Total Statewide Distribution[2]	Citrus County Distribution (i.e., Half Cent Sales Tax Revenues)	Citrus County Distribution as a Percentage of Total Distribution	Percentage Change of Citrus County Distribution
2016	$1,954,496,860	$8,209,650	0.42%	-
2017	2,025,015,310	8,508,370	0.41	3.51%
2018	2,129,957,043	8,767,940	0.42	3.05
2019	2,206,705,885	9,306,629	0.45	6.14
2020	2,060,692,260	9,331,265	0.45	0.26
2021	2,378,991,579	10,604,499	0.40	13.64
2022	2,823,419,899	11,493,569	0.40	8.38
2023	2,963,190,949	11,824,591	0.40	2.88
2024	2,896,238,766	11,453,976	0.40	(3.13)
2025	2,872,262,592	11,660,105	0.41	1.80

(1) Based on distributions made on taxable sales for Fiscal Years ending September 30.

(2) Based on actual receipts per County's audited financial records for fiscal years ending September 30. Timing variances may result due to different accounting methods.

Source: Florida Department of Revenue and Citrus County, Florida Finance Department.

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PRO-FORMA DEBT SERVICE COVERAGE ON THE BONDS

Fiscal Year Ended September 30	Maximum Annual Debt Service[1]	Half Cent Sales Tax Revenues	Pro-Forma Debt Service Coverage[1]
2025	$1,500,606	$11,660,105	7.7x

[1] Maximum Annual Debt Service, for this purpose, is shown in the period it accrues rather than the period in which it is paid and includes actual debt service on the Outstanding Parity Bonds and estimated debt service on the Series 2026 Bonds based on an estimated principal amount of $13,830,000 with a final maturity of October 1, 2046 and an estimated true interest cost rate of 3.99%.

The amount of Statewide Half-Cent Sales Tax Revenues distributed to the County is subject to increase or decrease due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Trust Fund, and (iv) other factors which may be beyond the control of the County or the Series 2026 Bondholders, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State of Florida and then distributed to the County.

In particular, the share of the Statewide Half-Cent Sales Tax Revenues collected within the County and deposited in the Trust Fund which is to be distributed to the County will be affected by changes in the relative populations of the unincorporated and incorporated areas within the County. Such relative populations are subject to change through normal increases and decreases in population within the existing unincorporated and incorporated areas of the County and are also subject to change by the annexation of previously unincorporated areas of the County by the municipalities within the County. Such annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas.

Recent Legislation

The Florida Legislature passed Senate Bill ("SB 50") during its 2021 session which became effective on July 1, 2021. SB 50 requires out–of–state online retailers with no presence within the State who expect to make over $100,000 in remote/online sales to collect and remit the State's 6% sales tax on such online sales of taxable items.

The Florida Legislature passed Committee Substitute for House Bill 7071 (CS/HB 7071") during its 2022 session which went into effect on July 1, 2022. Among other things, CS/HB 7071 implements new or expands the following sales tax exemptions: an exemption for admissions to Formula One Grand Prix races, FIFA World Cup matches and Daytona 500 races; an exemption for equipment used in the production of green hydrogen; an exemption for the purchase of farm trailers and certain fencing; and a reduction in the sales tax on the sale of a new mobile home from six percent to three percent.

The Florida Legislature passed House Bill 7063 ("HB 7063") during its 2023 session which went into effect on July 1, 2023. Among other things, HB 7063 implements permanent sales tax exemptions for: specified baby and toddler products and clothes, adult incontinence products, oral hygiene products, machinery and equipment to produce renewable natural gas, certain agricultural fencing, firearm safety devices, and small private investigative agency services.

The Florida Legislature passed House Bill 7031 ("HB 7031") during its 2025 session, which became effective October 1, 2025 (with certain provisions effective on other dates). Among other things, HB 7031 provides for permanent sales tax exemptions on specified disaster preparedness items and certain consumer goods, including sunscreen, insect repellent, and safety equipment; establishes a recurring annual back-to-school sales tax holiday and a temporary sales tax holiday for certain outdoor recreational equipment; expands the sales tax exemption for gold, silver, and platinum bullion; and eliminates the sales tax on commercial leases.

Effective October 1, 2025, Section 212.031, Florida Statutes, was repealed pursuant to HB 7031, eliminating such tax on commercial rent. Accordingly, rent for periods on or after such date is not subject to such taxes, while rent relating to prior periods remains taxable.

Future legislative changes affecting sales tax rates, exemptions or administration could impact the amount of Half-Cent Sales Tax Revenues available to the County. See also "RISK FACTORS" herein.

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RISK FACTORS

The future financial condition of the County could be affected adversely by, among other things, legislation, regulatory actions, changes in demand for services, economic conditions, demographic changes, hurricanes, litigation and public health emergencies. In addition to those items listed in the preceding sentence, some of the possible changes in the future may include, but not be limited to, the following:

1. The United States is experiencing elevated levels of inflation, which may increase the cost of goods, including construction materials and other products used in capital projects and operations. Supply chain disruptions may affect the availability and timely delivery of materials and equipment, which could delay project completion and increase costs. Implemented and proposed tariffs on certain imports, as well as geopolitical tensions, including ongoing wars and other international disruptions, which may further exacerbate supply chain constraints, increase commodity and energy prices, and interest rates and contribute to market volatility. As such, these factors could have a material adverse effect on State and local government finances, including those of the County.

2. The County, like many governmental entities, relies on a complex technology environment to conduct its operations and deliver services. As a result, it is subject to various cybersecurity risks, including, but not limited to, unauthorized access, system disruptions, data loss, and other malicious activities. While the County maintains a cybersecurity program designed to reduce risk and protect its systems and data, there can be no assurance that such measures will be effective in all circumstances. A cybersecurity incident could adversely affect operations, result in the loss or compromise of data, and require the County to incur significant response and remediation costs. The County has implemented a cybersecurity framework that incorporates multiple layers of safeguards and is aligned with generally accepted industry standards, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework. These efforts are intended to support ongoing risk management and enhance the County's ability to manage cybersecurity risk, including the prevention, detection, response to, and recovery from cybersecurity incidents. The County maintains processes intended to support the continuity of operations and the recovery of systems and data; however, such processes may not be effective in all circumstances or prevent all disruptions. The County requires cybersecurity awareness training for its workforce at the time of hire and on a recurring basis thereafter. Employees are expected to adhere to policies and procedures governing the appropriate handling of sensitive information and the use of information technology resources.

Additionally, during the 2022 Florida Legislative session, CS/HB 7055 was enacted, requiring State agencies and local governments, including the County, to report cybersecurity incidents, including all ransomware incidents and high severity level cybersecurity incidents, to the Cybersecurity Operations Center ("CSOC") and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible but no later than 48 hours after discovery of a cybersecurity incident and no later than 12 hours after discovery of a ransomware incident. Local governments are also required to report such incidents to the Sheriff. The law further requires State agencies to report low level cybersecurity incidents and permits local governments to report such incidents, the submission of after-action reports following a cybersecurity or ransomware incident, and notification by CSOC to the Florida Legislature of high severity level cybersecurity incidents. State agency and local government employees are required to undergo cybersecurity training within 30 days of employment and annually thereafter. The law also requires the adoption of cybersecurity standards to safeguard data, information technology ("IT"), and IT resources. The effective date of CS/HB 7055 was July 1, 2022. Lastly, the County recognizes that a cybersecurity incident

may require specialized expertise and resources to effectively respond and recover. The County has established policies, procedures, and planning efforts intended to address cybersecurity risks and to support response and recovery activities in the event of an incident.

3. The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes which could result in negative economic impacts on coastal communities such as the County. Such effects can be exacerbated by change in climate. The occurrence of such extreme weather events could damage the local infrastructure that provides essential services to the County. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base, and escalated recovery costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the County. Within the last five years, the County was impacted by Hurricanes Idalia, Helene and Milton. The majority of the impacts were related to tree debris; however, the restroom facility was damaged beyond repair following Hurricane Helene. The County's insurance provider will be responsible for rebuilding this facility. The boardwalk and fishing pier located at Fort Island Gulf Beach were also damaged and are currently being redesigned to better withstand future storm events. The County will be working closely with the FEMA Mitigation Team to support these efforts.

4. The State Legislature, executive officers and agencies may enact legislation, executive orders or regulations that could have a material adverse effect on the County's finances or the receipt of Pledged Funds. In addition, the United States Congress, federal executive officers and federal agencies may enact legislation, executive orders or regulations that could have a material adverse effect on the County's finances or the receipt of Pledged Funds. There can be no assurance that such legislation, executive orders, regulations or other proposals will not be introduced or enacted in the future that could have a material adverse effect on the County's finances or the receipt of Pledged Funds.

Future legislative changes affecting sales tax rates, exemptions or administration could impact the amount of Half-Cent Sales Tax Revenues available to the County.

In addition, the County's receipt of State and federal grants and aid is subject to various laws, policies and regulations. To the extent such aid or grants are reduced from historical levels as a result of new or amended laws, regulations or policies, the financial condition of the County could be adversely affected.

5. Public health events, including the COVID-19 pandemic and the potential for future outbreaks of infectious diseases, may adversely affect economic activity, tourism and consumer spending at the local, state and national levels. Such impacts could reduce sales tax collections, including the Half-Cent Sales Tax Revenues pledged to the payment of the Bonds.

The County has received over $55 million in COVID-19 related relief and recovery grant awards since the Fiscal Year ended September 30, 2020 through Coronavirus Aid, Relief, and Economic Security Act ("CARES"), Coronavirus Response and Relief Supplemental Appropriations ("CRRSA"), and American Rescue Plan Act ("ARPA"). The largest revenues awarded originated from the U.S. Treasury – $26.1 million from CARES and $29.6 million from ARPA *Coronavirus State and Local Fiscal Recovery Funds* ("CSLFRF"). As it relates to the $26.1 million in coronavirus relief funds, $16.4 million was distributed to businesses, non-profits, individuals, $5.3 million was unused for economic development and other governmental partners and $4.4 million was retained by the County for COVID-19 related operating and administrative expenses.

As it relates to the $29.6 million in CSLFRF, the County has allocated funding to Public Health, Negative Economic Impacts, Infrastructure, Revenue Replacement and Administration. The remaining COVID-19 related relief funds, $19.1 million, have been allocated to supporting water and wastewater infrastructure. All funds have been encumbered and will be expended by the December 31, 2026 deadline. No funds are subject to recission under the Fiscal Responsibility Act of 2023.

Future variants of COVID-19 or other public health emergencies could result in disruptions to business operations, workforce availability or consumer behavior. The extent and duration of any such impacts are uncertain and could have a material adverse effect on State and local government finances, including the revenues available to the County.

DOGE AUDIT

The Florida Department of Government Efficiency ("DOGE"), in partnership with the Florida Chief Financial Officer ("CFO") and the Florida Office of Policy and Budget, recently announced that a number of Florida local governments, including the County, have been selected for review. The County received information requests from DOGE in March 2025 and has responded to such requests but has not yet received any formal findings or conclusions relating to the review. The Office of the CFO has broad authority under the Florida Constitution and Florida Statutes to review and request information from local governments. At this time, it is unknown what recommendations, if any, DOGE may make with respect to County operations or what actions the Board may take in response to any such recommendations. Accordingly, the County cannot predict the potential impact, if any, of the review process or any resulting recommendations.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2026 Bonds are expected to be applied as follows:

SOURCES OF FUNDS FOR THE SERIES 2026 BONDS:	
Par Amount	$
[Plus/Less] Original Issue [Premium/Discount]	
TOTAL SOURCES	$
USES OF FUNDS FOR THE SERIES 2026 BONDS:	
Deposit to 2026 Project Construction Fund	$
Costs of Issuance[(1)]	
TOTAL USES	$

(1) Includes underwriting discount, legal, municipal advisory and other related fees and expenses.

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The following table shows debt service on the Series 2026 Bonds and Outstanding Parity Bonds issued pursuant to the Resolution:

DEBT SERVICE SCHEDULE

Bond Year Ending October 1	Series 2026 Bonds Principal	Series 2026 Bonds Interest	Series 2026 Bonds Annual Debt Service	Outstanding Parity Bonds Annual Debt Service	Combined Annual Debt Service
2026				$387,739	
2027				389,106	
2028				388,994	
2029				387,453	
2030				387,501	
2031				389,070	
2032				389,090	
2033				387,579	
2034				388,589	
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
TOTAL				$3,495,121	

INVESTMENT POLICY

Pursuant to Sections 125.31 and 218.415, Florida Statutes, the Board established an investment policy applicable to all financial assets of the County which are under the direct control of the Clerk of the Circuit Court; provided, however, such investment policy does not apply to financial assets under the direct control of other constitutional officers of the County.

Pursuant to such investment policy, the County is required to limit investments to:

a. Florida PRIME that shall be rated "AAAm" by S&P's or the equivalent by another Nationally Recognized Statistical Ratings Organization ("NRSRO").

b. Negotiable direct obligations or, obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities include, but are not limited to the following: Cash Management Bills, State and Local Government Series ("SLGS"), U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips.

c. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to, the following: Farmers Home Administration, Federal Financing Bank, Federal Housing Administration Debentures, General Services Administration, New Communities Debentures, United States Public Housing Notes and Bonds, United States Department of Housing and Urban Development Project, and the Governmental National Mortgage Association ("GNMA").

d. Bonds, debentures or notes issued or guaranteed by United States Government Sponsored Enterprises ("GSE") (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following: Federal Farm Credit Bank ("FFCB"), Federal Home Loan Bank ("FHLB") or its District banks, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Mortgage Corporation participation certificates.

e. Mortgage-Backed Securities which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

f. Non-Negotiable Interest-Bearing Time Certificates of Deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

g. Repurchase Agreements that shall be comprised of only those investments based on the requirements set forth by the County's Master Repurchase Agreement. All firms with whom the County enters into repurchase agreements will have in place an executed Master Repurchase Agreement with the County.

h. Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by S&P's (prime commercial paper). If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least single "A" category by any two NRSROs.

i. Corporate notes issued by corporations organized and operating within United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum single "A" category by any two NRSROs.

j. Bankers' Acceptances which are issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" by Moody's or "A-1" by S&P's.

k. State and/or Local Government Taxable and/or Tax-Exempt Debt, general obligation and/or revenue bonds, rated at the time of purchase, at a minimum single "A" category by any two NRSROs, for long-term debt, or rated at least "MIG-2" by Moody's or "SP-2" by S&P's for short-term debt. Debt issued for the purpose of funding student loans will not be permitted.

l. Registered Investment Companies (Money Market Mutual Funds) in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. section 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must equal to $1.00.

m. Intergovernmental Investment Pool that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in section 163.01 of Florida Statutes.

n. Asset-Back Securities whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases or home-equity loans.

o. Intergovernmental Investment Pool that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01, F.S.

The County's investment policy may be modified from time to time by the Clerk and/or the Board.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2026 Bonds are subject to the approval of Holland & Knight LLP, Bond Counsel, Tampa, Florida whose approving opinion in the form attached hereto as "APPENDIX D—FORM OF BOND COUNSEL OPINION" will be furnished without charge to the purchasers of the Series 2026 Bonds at the time of their delivery. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Official Statement or otherwise shall create no implication that subsequent to the date of the opinion Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion. Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective. Holland & Knight LLP has not undertaken independently to verify and therefore expresses no opinion as to the accuracy, completeness, fairness, or sufficiency of any of the information or statements contained in this Official Statement or any exhibits, schedules or

attachments hereto except as to the information in the portions hereof captioned "DESCRIPTION OF THE SERIES 2026 BONDS" (except for the information under the heading "Book-Entry Only System") and "SECURITY FOR THE BONDS" insofar as such information purports to summarize portions of the Resolution and the Series 2026 Bonds, constitute a fair summary of those portions purported to be summarized therein and except as to the accuracy of the information under the caption "TAX MATTERS" herein.

Certain legal matters will be passed upon for the County by Denise A. Dymond Lyn, Esq., County Attorney and by Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel to the County.

The legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction on which the opinion is rendered or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

There is not now pending any litigation restraining or enjoining the issuance or delivery of the Series 2026 Bonds or the pledge of the Pledged Funds or questioning or affecting the validity of the Series 2026 Bonds or the pledge of the Pledged Funds or the proceedings under which the Series 2026 Bonds are being issued. Neither the creation, organization or existence, nor the title of the present members of the Board or other officers of the County to their respective offices, is being contested.

The County experiences routine litigation and claims incidental to the conduct of its affairs. The County Attorney believes that no case, either pending or to her knowledge, threatened against the County, will materially adversely affect the ability of the County to meet its obligations to pay the Series 2026 Bonds, or will materially adversely affect the operations or financial condition of the County.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the County except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "Commission"). Pursuant to administrative rulemaking, the Commission has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the County, and certain additional financial information, unless the County believes in good faith that such information would not be considered material by a reasonable investor. The County is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

The County has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The County does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2026 Bonds because the County would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities

were issued and no funds of the County would have been pledged or used to pay such securities or the interest thereon.

TAX MATTERS

General

In the opinion of Bond Counsel, under existing law, interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes. Further, Bond Counsel has expressed no opinion regarding the state tax consequences that may arise with respect to the Series 2026 Bonds.

The Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order for the interest thereon to be and remain excludable from gross income for federal income tax purposes. Examples include: the requirement that, unless an exception applies, the County rebates certain excess earnings on proceeds and amounts treated as proceeds of the Series 2026 Bonds to the United States Treasury Department; restrictions on the investment of such proceeds and other amounts; and certain restrictions on the ownership and use of the facilities financed or refinanced with the proceeds of the Series 2026 Bonds. The foregoing is not intended to be an exhaustive listing of the post-issuance tax compliance requirements of the Code, but is illustrative of the requirements that must be satisfied subsequent to the issuance of the Series 2026 Bonds to maintain the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes. Failure to comply with such requirements may cause the inclusion of interest on the Series 2026 Bonds in the gross income of the holders thereof for federal income tax purposes, retroactive to the date of issuance of the Series 2026 Bonds. The County has covenanted to comply with each such requirement of the Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The opinion of Bond Counsel is subject to the condition that the County complies with all such requirements. Bond Counsel has not been retained to monitor compliance with the described post-issuance tax requirements subsequent to the issuance of the Series 2026 Bonds.

Bond Counsel gives no assurance that any future legislation or clarifications or amendments to the Code, if enacted into law or otherwise become effective, will not cause the interest on the Series 2026 Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent the Bondholders from realizing the full current benefit of the tax status of the interest on the Series 2026 Bonds. During recent years, legislative proposals have been introduced in Congress, and in some cases have been enacted, that have altered or could alter certain federal tax consequences of owning obligations similar to the Series 2026 Bonds. In some cases, these proposals have contained provisions that were to be applied on a retroactive basis. It is possible that legislation could be introduced that, if enacted, could change the federal tax consequences of owning the Series 2026 Bonds and, whether or not enacted, could adversely affect their market value. Prospective purchasers of the Series 2026 Bonds are encouraged to consult their own tax advisors regarding any pending or proposed federal legislation, as to which Bond Counsel expresses no view.

As to certain questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the County and certificates of appropriate officers

and public officials (including certifications as to the use of proceeds of the Series 2026 Bonds and of the property financed or refinanced thereby).

Reference is made to the proposed form of the opinion of Bond Counsel attached hereto as "APPENDIX D—FORM OF BOND COUNSEL OPINION" for the complete text thereof. See also "LEGAL MATTERS" herein.

Alternative Minimum Tax

An alternative minimum tax is imposed by Section 55 of the Code on certain individuals and corporations. Interest on the Series 2026 Bonds will not be treated as an item of tax preference under Section 57 of the Code for purposes of the alternative minimum tax imposed on individuals under the Code; therefore, interest on the Series 2026 Bonds will not be included in the "alternative minimum taxable income" of individuals for purposes of such alternative minimum tax. Interest on the Series 2026 Bonds is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations that are subject to the alternative minimum tax under section 55 of the Code.

Original Issue Premium

The Series 2026 Bonds maturing on October 1 in the years 20__ through 20__ inclusive (collectively, the "Premium Bonds") have been sold to the public at an original issue premium. Section 171(a) of the Code provides rules under which a bond premium may be amortized and a deduction allowed for the amount of the amortizable bond premium for a taxable year. Under Section 171(a)(2) of the Code, however, no deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excludable from gross income. Under Section 1016(a)(5) of the Code, the purchaser's basis in a Premium Bond will be reduced by the amount of the amortizable bond premium disallowable as a deduction under Section 171(a)(2) of the Code. Proceeds received from the sale, exchange, redemption or payment of a Premium Bond in excess of the owner's adjusted basis (as reduced pursuant to Section 1016(a)(5) of the Code), will be treated as a gain from the sale or exchange of such Premium Bond and not as interest.

The federal income tax treatment of original issue premium under the Code, including the determination of the amount of amortizable bond premium that is allocable to each year, is complicated and holders of Premium Bonds should consult their own tax advisors in order to determine the federal income tax consequences to them of purchasing, holding, selling or surrendering Premium Bonds at their maturity.

Reference is hereby made to the proposed form of Bond Counsel opinion attached hereto as APPENDIX D – "FORM OF BOND COUNSEL OPINION" for the complete text thereof. See also "LEGAL MATTERS" herein.

Original Issue Discount

The Series 2026 Bonds maturing on October 1 in the years 20__ through 20__ inclusive (collectively, the "Discount Bonds"), were sold to the public at an original issue discount. Generally, the original issue discount is the excess of the stated Redemption Price at maturity of such a Discount Bond over the initial offering price to the public (excluding underwriters and related parties thereto) at which price a substantial amount of that maturity of the Discount Bonds was sold. Under existing law, an

appropriate portion of any original issue discount, depending in part on the period a Discount Bond is held by the purchaser thereof, will be treated for federal income tax purposes as interest that is excludable from gross income rather than as taxable gain. Original issue discount will not be treated as an item of tax preference for purposes of the alternative minimum tax.

Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compounded basis. The amount of original issue discount that accrues to an owner of a Discount Bond, who acquires the Discount Bond in this initial offering, during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of original issue discount accrued in all prior accrual periods multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such Discount Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond. Proceeds received from the sale, exchange, redemption or payment of a Discount Bond in excess of the owner's adjusted basis (as increased by the amount of original issue discount that has accrued and has been treated as tax-exempt interest in such owner's hands), will be treated as a gain from the sale or exchange of such Discount Bond and not as interest.

The federal income tax consequences from the purchase, ownership and redemption, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of Discount Bonds should consult their own tax advisors with respect to the consequences of owning Discount Bonds, including the effect of such ownership under applicable state and local laws.

Reference is hereby made to the proposed form of the opinion of Bond Counsel attached hereto as "APPENDIX D—FORM OF BOND COUNSEL OPINION" for the complete text thereof.

Other Tax Consequences

Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S Corporations with "excess net passive income" and foreign corporations subject to the branch profits tax, individuals entitled to receive the earned income tax credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should also be aware that ownership of the Series 2026 Bonds may result in adverse tax consequences under the laws of various states. Bond Counsel has not expressed an opinion regarding the collateral federal income tax consequences that may arise with respect to the Series 2026 Bonds. Further, Bond Counsel has expressed no opinion regarding the state tax consequences that may arise with respect to the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their tax advisors as to the collateral federal income tax and state tax consequences to them of owning the Series 2026 Bonds.

The federal income tax consequences from the purchase, ownership and redemption, sale or other disposition of Series 2026 Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Holders of the

Series 2026 Bonds, should consult their own tax advisors with respect to the consequences of owning Series 2026 Bonds, including the effect of such ownership under applicable state and local laws.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds, such as the Series 2026 Bonds, is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2026 Bonds, under certain circumstances, will be subject to "backup withholding" with respect to payments on the Series 2026 Bonds and proceeds from the sale of Series 2026 Bonds. Any amounts so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2026 Bonds. This withholding generally applies if the owner of Series 2026 Bonds (i) fails to furnish the Paying Agent (or other person who would otherwise be required to withhold tax from such payments) such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes the Paying Agent (or other person who would otherwise be required to withhold tax from such payments) an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the Paying Agent (or other person who would otherwise be required to withhold tax from such payments) or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding and the procedures for obtaining exemptions.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2026 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN SERIES 2026 BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2026 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Reference is made to the proposed form of the opinion of Bond Counsel attached hereto as "APPENDIX D— FORM OF BOND COUNSEL OPINION" for the complete text thereof. See also "LEGAL MATTERS" herein.

RATING

S&P Global Ratings has assigned a rating of "____" (_____) to the Series 2026 Bonds. The rating reflects only the views of such rating agency and an explanation of the rating may be obtained only from that rating agency. There is no assurance that the rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency, if in its judgment, circumstances so warrant. A downward change in or withdrawal of any of such rating may have an adverse effect on the market price of the Series 2026 Bonds. An explanation of the significance of the rating may be obtained from the rating agency, at the following address: S&P Global Ratings, 55 Water Street, New York, New York, 10041.

Generally, a rating agency bases its rating on information and materials and on investigations, studies and assumptions furnished to and obtained and made by the rating agency. The County undertakes no responsibility to oppose any such revision or withdrawal.

MUNICIPAL ADVISOR

The County has retained PFM Financial Advisors LLC, Orlando, Florida, as its Municipal Advisor in connection with the County's financing plans and with respect to the authorization and issuance of the Series 2026 Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement. The Municipal Advisor did not participate in the underwriting of the Series 2026 Bonds.

AUDITED FINANCIAL STATEMENTS

The audited basic financial statements of the County as of September 30, 2025 and for the year then ended, included within as "APPENDIX C—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF CITRUS COUNTY FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025" have been audited by [**Moore Stephens Lovelace, P.A.,**] independent auditors, as stated in their report attached hereto appearing therein. The consent of the County's auditor to include in this Official Statement the aforementioned report was not requested, and the general purpose financial statements of the County are provided only as publicly available documents. The County's auditor was not requested nor did it perform any procedures with respect to the preparation of this Official Statement or the information presented herein.

The Series 2026 Bonds are payable solely from the Pledged Funds in the manner and to the extent described in the Resolution and the Series 2026 Bonds are not otherwise secured by, or payable from, the general revenues of the County. The Annual Comprehensive Financial Report is presented for general information purposes only.

UNDERWRITING

The Series 2026 Bonds are being purchased at competitive sale by _____(the "Underwriter") at an aggregate purchase price of $_____ (which represents the par amount of the Series 2026 Bonds in the amount of $_____, plus net original issue premium/less net original issue discount of $_____ and less an Underwriter's discount of $_____). The Series 2026 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2026 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter will be obligated to purchase all of the Series 2026 Bonds if any are purchased.

CONTINGENT FEES

The County has retained the Municipal Advisor, Bond Counsel and Disclosure Counsel with respect to the authorization, sale, execution and delivery of the Series 2026 Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriter to be paid by the County are each contingent upon the issuance of the Series 2026 Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2026 Bonds upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the federal bankruptcy code, the remedies specified by the Resolution and the Series 2026 Bonds, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX B—COPY OF THE RESOLUTION" attached hereto for a description of the remedies in the event of default.

CONTINUING DISCLOSURE

The County has covenanted for the benefit of the Series 2026 Bondholders to provide certain financial information and operating data relating to the County and the Series 2026 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The County has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Rule. Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The County has agreed to file notices of certain enumerated material events, when and if they occur, with the Repository. Currently, the County's dissemination agent is HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. The Continuing Disclosure Certificate shall be executed by the County upon the issuance of the Series 2026 Bonds. These covenants have been made in order to assist the Underwriter in complying with the continuing disclosure requirements of the Rule.

With respect to the Series 2026 Bonds, no party other than the County is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The County did not file its audited financial statements timely for the fiscal years ended September 30, 2021 and 2025, **[and such filings have since been cured.]** The County intends to satisfy all future disclosure obligations required pursuant to the Rule.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the County and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2026 Bonds, the security for the payment of the Series 2026 Bonds and the rights and obligations of the owners thereof and to each such statute, report or instrument.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2026 Bonds.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the County. At the time of delivery of the Series 2026 Bonds, officials of the County will furnish a certificate to the effect that nothing has come to its attention which would lead them to believe that the Official Statement (other than information herein related to DTC, the book-entry only system of registration, and the information contained under the caption "TAX MATTERS" as to which no opinion shall be expressed), as of its date and as of the date of delivery of the Series 2026 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

By:_____
Chair, Board of County Commissioners

By:_____
Clerk of the Board of County Commissioners

APPENDIX A

GENERAL INFORMATION REGARDING CITRUS COUNTY

APPENDIX A

GENERAL INFORMATION REGARDING CITRUS COUNTY

The following general information concerning Citrus County, Florida has been provided solely by the County, except as otherwise noted, and the Underwriter has not undertaken to verify the accuracy of such information.

General

Citrus County, named in honor of the citrus fruit, was established in June 1887. Citrus County covers a land area of 584 square miles, approximately **[19.5%]** of which is used for agricultural purposes. The County is located in west central Florida, on the Gulf Coast. It is bordered by four counties: Levy to the northwest, Marion to the northeast, Sumter to the east, and Hernando to the south. The County has two incorporated cities (Cities of Inverness and Crystal River). The City of Inverness, the county seat, is located approximately 70 miles north of Tampa, 55 miles south of Gainesville and 60 miles west of Orlando.

POPULATION

The population of Citrus County has grown substantially and is expected to continue. The following table shows population trends for the County and the State of Florida.

Citrus County, Florida
Historical and Projected Population Data

Year	County	Increase	Florida	Increase
1970	19,196	--	6,791,418	--
1980	54,703	185.0%	9,746,961	43.5%
1990	93,513	70.7	12,938,071	32.7
2000	118,085	26.3	15,982,824	23.5
2010	141,236	19.6	18,801,310	17.6
2020	153,843	4.3	21,538,187	1.6
2021	155,615	1.2	21,898,945	1.7
2022	158,009	1.5	22,276,132	1.2
2023	162,240	2.7	22,634,867	1.6
2024	166,151	2.4	23,014,551	1.7
2025	166,500	0.2	23,379,261	1.6

Source: University of Florida, Bureau of Economic and Business Research.

GOVERNMENT

Board of County Commissioners; Administration; Services

Citrus County is governed by a five-member elected Board of Commissioners. The Commissioners are elected to staggered four-year terms of office. The current Board of County Commissioners and the expiration date of their terms are as follows:

Member	Term Expiration Date
Diana Finegan, Chair	November 2026
Janet A. Barek, First Vice Chair	November 2028
Jeff Kinnard D.C., Second Vice Chair	November 2028
Rebecca Bays, Commissioner	November 2026
Holly L. Davis, Commissioner	November 2028

A professional County Administrator is responsible for administering programs in accordance with the policies established by the Board of Commissioners. The County provides a full range of services including, but not limited to, construction and maintenance of highways and other infrastructure, law enforcement, fire rescue, library services, parks and recreation, human services, building inspection, water and wastewater utility services, and refuse disposal. State statutes require that the County provide operational support (i.e. facilities, clerical staffing, etc.) for the judicial system, the State Attorney's Office and the Public Defender's Office. In addition, the County provides welfare and social service assistance in the form of clinics, counseling and referrals.

Budget and Budgetary Accounting

The County utilizes the following procedures in establishing the budgetary data reflected in its financial statements:

1. Prior to October 1, the County prepares a proposed operating budget for the subsequent fiscal year. The operating budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. Prior to October 1, the budget is legally enacted through passage of a resolution.

4. Formal budgetary integration is employed as a management control device during the year for the General Fund, certain Special Revenue Funds and the Debt Service Fund.

5. Budgets for the General Fund, Special Revenue Funds and Debt Service Fund are adopted on a basis consistent with generally accepted accounting principles.

6. Expenditures may not legally exceed budgeted appropriation at the fund level.

Citrus County has enjoyed consistent growth in its labor force. Primarily, a residential area with approximately 36.6% of the population representing retirees, the largest segment of the labor force is in health care and service related professions.

General Fund Balance

[For the Fiscal Year ended September 30, 2025, the County's governmental funds reported a combined fund balance of $183,541,462, an increase of 24.66% from the fiscal year ended September 30, 2024. The County's fund balance policy establishes a cash reserve range of 8% to 17% of the General Fund's total budgeted operating expenditures, which is reflected in the unassigned fund balance. The Fiscal Year ended September 30, 2025 unassigned fund balance was $45,724,919, or 31.60% of total General Fund expenditures and transfers out. There was a positive net change in the general fund balance of $3.4 million for the fiscal year ended September 30, 2025.]

ECONOMIC AND FINANCIAL INFORMATION

Income

[Personal income within Citrus County rose from $5,049,688 in 2014 to $ 7,864,325 in 2023. Comparatively, per capita income was $ 35,875 in 2014 versus $47,178 in 2023.]

Source: Citrus County, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025.

Employment

Citrus County has enjoyed consistent growth in its labor force. Primarily a residential area with approximately 31.9% of the population representing retirees, the largest segment of the labor force is in service related business. The following tables detail the County's work force.

Citrus County, Florida
Labor Force Summary
2015-2025

Year	Labor Force	Employment	Unemployment	Rate of Unemployment	
				Citrus County	State of Florida
2015	47,745	44,146	3,599	7.5	5.5
2016	47,800	44,588	3,212	6.7	4.8
2017	48,002	45,183	2,819	5.9	4.2
2018	47,799	45,314	2,485	5.2	3.6
2019	49,625	47,602	2,023	4.1	3.1
2020	49,644	46,386	3,258	6.6	7.7
2021	52,477	50,594	1,883	3.6	4.7
2022	53,461	51,126	2,335	4.4	3.0
2023	53,454	50,921	2,533	4.7	2.9
2024	53,855	50,142	3,713	6.9	3.4
[**2025**]					4.3

Source: Florida Insight, Florida Department of Economic Opportunity and United States Department of Labor, Bureau of Labor Statistics.

Citrus County, Florida
2025 Principal Employers

Name of Employer	Type of Business	Approximate # of Employees
Citrus County School Board	Education	2,570
Citrus Memorial Hospital	Healthcare	893
Walmart Retail Stores	Retail	888
Publix Supermarkets	Retail	854
Citrus County Board of County Commissioners	Government	782
Seven Rivers Hospital	Healthcare	585
Winn-Dixie Stores	Retail	445
Citrus Hills Investment Properties	Real Estate	398
Citrus County Sheriff's Department	Government	356
Quality Care Rehabilitation	Healthcare	337

Source: Citrus County, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025.

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The following table shows the distribution by the County's average monthly employment covered by unemployment compensation by major industry category, excluding military employees.

Employment by Industry
Citrus County, Florida
2020-2024

	2020	2021	2022	2023	2024
All Industries	31,228	32,284	33,780	34,475	34,711
Accommodation and Food Services	3,611	3,955	4,350	4,523	4,510
Administrative and Waste Services	1,927	2,089	2.330	2,231	2.047
Agriculture, Forestry, Fishing & Hunting	122	106	118	136	130
Arts, Entertainment and Recreation	604	673	717	833	838
Construction	2,906	2,995	3,264	3,159	3,101
Educational Services	9,443	9,356	9,373	9,781	9,960
Finance and Insurance	677	726	722	798	818
Health Care and Social Assistance	7,056	6,968	6,921	7,223	7,408
Information	266	237	238	239	217
Management of Companies and Enterprises	39	82	91	117	114
Manufacturing	516	553	561	575	518
Mining	54	55	62	65	68
Other Services (except Public Administration)	840	915	1,009	1,057	1,064
Professional and Technical Services	944	1,025	1,103	1,123	1,223
Public Administration	1,699	1,737	1,772	1,788	1,901
Real Estate and Rental and Leasing	503	565	635	613	652
Retail Trade	5,506	5,756	5,920	5,951	6,147
Transportation and Warehousing	519	508	533	565	546
Unclassified	-	13	37	56	37
Utilities	614	583	565	508	493
Wholesale Trade	426	354	382	357	328

Source: Florida Insight, Florida Department of Economic Opportunity and United States Department of Labor, Bureau of Labor Statistics.

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Procedure for Property Assessment

Real and personal property valuations are determined each year as of January 1st by the County Property Appraiser. The County Property Appraiser shall complete his or her assessment of the value of all property no later than July 1 of each year. The County Property Appraiser mails to each property owner a notice indicating the assessed property value. The property owner has the right to file an appeal with the Value Adjustment Board, which consists of members of the County School Board and the Board of County Commissioners, if such assessed property value, as determined by the Property Appraiser, is inconsistent with that as determined by the property owner. All appeals of such valuation determinations are heard by the Property Appraisal Adjustment Board. The Property Appraisal Adjustment Board certifies the assessment roll upon completion of the hearings on all appeals so filed.

Citrus County, Florida
Real, Personal and Centrally Assessed Property
2016-2025
(in thousands of dollars)

Year	Just Values	Taxable Values
2016	$13,804,418	$8,809,020
2017	12,635,312	9,101,955
2018	13,216,939	9,485,305
2019	14,205,009	10,002,834
2020	15,784,883	11,157,758
2021	18,397,625	11,687,854
2022	19,543,129	12,283,778
2023	23,233,710	13,939,825
2024	26,706,085	15,738,950
2025	28,958,037	17,920,645

Source: Citrus County, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025.

Levy of Taxes

Each year the County Property Appraiser is required to certify to each taxing authority the aggregate value of all property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination, the taxing authority must hold a public hearing in connection with the adoption of a tentative budget and millage levy and another hearing relating to adoption of the final budget and mill date levy.

[Citrus County, Florida
Total Millage
2016-2025

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Countywide:										
BOCC - General Revenue										
General Revenue Fund	6.6738	6.5685	6.3822	6.2142	6.3251	6.2172	6.1937	6.5057	6.9951	6.9898
Transportation	0.6976	0.6858	0.6619	0.6019	0.6380	0.5988	0.5972	0.7860	0.9860	0.9860
Health Department	0.084	0.0776	0.0749	0.0654	0.0713	0.0651	0.0626	0.0614	0.0564	0.0564
Total General County	7.4554	7.3319	7.1190	6.8815	7.0344	6.8811	6.8535	7.3531	8.0375	8.0322
School Board	7.189	6.925	6.581	6.338	6.125	5.930	5.817	5.523	5.444	5.344
Mosquito Control	0.4478	0.4478	0.4478	0.4478	0.4478	0.4478	0.4307	0.4307	0.3958	0.3708
Special Districts										
Fire Protection	0.5768	0.5645	0.5443	0.5881	0.5443	0.5881	0.5881	0.5780	0.5780	0.5780
Stormwater	0.1	0.1	0.0964	0.0794	0.0995	0.0974	-	-	-	-
Library	0.3333	0.3333	0.3217	0.3217	0.3217	0.3217	0.3207	0.3147	0.3147	0.3147
Total Special Districts	1.0101	0.9978	0.9624	0.9892	0.9655	1.0072	0.9088	0.8927	0.8927	0.8927
Total Countywide	16.102	15.703	15.110	14.657	14.573	14.266	14.010	14.200	14.770	14.640
Non-Countywide:										
Southwest Florida Water Management District										
General	0.3488	0.3317	0.3131	0.2801	0.2801	0.2669	0.2535	0.2260	0.2043	0.1909
Homosassa Special Water District	0.9162	1.3743	1.3743	1.3307	1.3307	1.3307	-	-	-	1.3307
Municipalities:										
Crystal River	4.2	4.2	4.5	4.8	4.8	4.8	6.59	6.59	6.59	6.59
Inverness	6.9949	7.5729	8.0729	8.2729	8.2729	7.9730	7.8211	7.7600	7.7600	7.6600
Total Direct Tax Rate	8.4655	8.3297	8.0814	7.8887	7.9999	7.8883	7.7623	8.2458	8.9302	8.9249

Source: Citrus County, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025.

Ad Valorem Taxes

Citrus County, Florida
Property Tax, Levies and Collections
2016-2025

Year	Tax Levy	Collections	% Collected
2016	68,325,166	65,518,960	95.89
2017	68,519,562	66,259,805	96.70
2018	69,468,706	67,230,980	96.78
2019	72,150,829	69,944,548	96.94
2020	78,943,798	76,957,472	94.67
2021	83,548,036	80,736,253	93.48
2022	86,650,251	83,109,351	93.06
2023	99,814,108	96,268,181	93.77
2024	120,791,654	116,376,312	94.10
2025	132,395,673	127,834,783	94.23

Source: Citrus County, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025.

Ten Largest Ad Valorem Taxpayers
Citrus County Tax Rolls
(as of September 30, 2025)

Name of Taxpayer	Assessed Value	Percentage of Total Assessed Valuation
Duke Energy f/k/a Florida Power	$1,819,228,971	10.15%
Citrus County Hospital Board f/k/a Citrus Memorial	100,946,355	0.56
Withlacoochee River Electric	97,228,883	0.54
Florida Gas Transmission	86,992,046	0.49
Tampa General Hospital	69,767,536	0.39
Sumter Electric Cooperative	60,792,218	0.34
Sabal Trail Gas Transmission	53,014,215	0.30
Sun Communities Inc	50,769,116	0.28
WalMart Stores East LP	48,017,101	0.27
Citrus Hills	40,674,055	0.23

Source: Citrus County, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025.

TRANSPORTATION

[I-75 and the Florida Turnpike at Wildwood are 12 miles from Inverness and 29 miles from Crystal River via Route 44. Route 41 runs from Tampa through Inverness. The Veterans Expressway in Tampa runs into the Suncoast Parkway and ends at Route 98 south of Homosassa Springs. In 2016, the Florida Department of Transportation is scheduled to begin extension of the Suncoast Parkway which will enable County commuters to reach Tampa in under an hour. Proceeds of the County's Non-Ad Valorem Revenue Bonds, Series 2015 are being used to widen Route 491 through the center of the County, easing access to the Suncoast Parkway. Route 19 runs north from St. Petersburg and Route 98 runs west from Lakeland to intersect south of Homosassa Springs and continue north to Tallahassee. Route 44 runs from Daytona Beach through Inverness to Routes 19 and 98 at Crystal River.

Amtrak's station in Ocala is 30 miles from Inverness and 40 miles from Crystal River.

Tampa and Orlando International Airports are both 75 miles from Citrus County. Terminal facilities for passengers and maintenance at both facilities are considered excellent.

Inverness Airport has a 5,000 foot paved and lighted runway for general aviation (light planes) and has a fixed base operator. Approximately 75% of the airport's annual operations are related to sport aviation and recreational flying. The airport recently expanded to include a 10,000 square foot hangar and a 3,000 square foot Terminal/Office area. Additionally the airport is working towards development of a 75+ acre business and industrial park on airport property.

The Crystal River Airport has two non-intersecting runways. The larger runway has a 4,555 foot paved and lighted runway for general aviation (light planes); has a fixed base operator and maintenance service is available for transient aircraft. Air taxi service is available at the airport. The airport serves a wide range of general aviation needs with business flights comprising 30% of its operations. The Airport will expand to its T-Hangar building along with 41 additional parking spaces to accommodate existing and future needs and services.]

Greyhound Bus Lines serves Crystal River with passenger and package service to numerous destinations in Florida with connections to all major cities in the United States.

MEDIA

The Citrus County Chronicle is the local subscription newspaper published seven times per week. Daily publications of a special Citrus County sections is included within the Tampa Bay Times. Citrus Daily is Citrus County's Internet-only newspaper.

UTILITIES

Electricity is supplied by Duke Energy, Sumter Electric Cooperative and Withlacoochee Electric. Citrus County Utilities provides water and sewer to some residents, and Inverness has its own water and sewer treatment facilities. L.P. gas for the area is provided by 11 distributors.

HEALTH FACILITIES

Citrus County has 2 hospitals located in Inverness and Crystal River: HCA Citrus Memorial Hospital in Inverness has 204 beds with a capacity for 204 beds, Bayfront Health - Seven Rivers in Crystal River has 128 beds with a capacity of 128 beds. The County also has 11 nursing homes[(1)]. Medical specialists available locally include the following: Cardiology, Urology, Pediatrics, Ophthalmology, OB-GYN, General Surgery, Radiology, Nuclear Medicine and Orthopedics Surgery.

(1) Source: www.floridahealthfinder.gov

EDUCATION

The Citrus County School District is a separate political entity, complete with taxing authority. The Citrus County School Board, a five-member elected body, which is the governing body of the District, establishes educational policy, while the administrative responsibilities are delegated to an elected superintendent.

The Citrus County School District serves approximately 16,000 students in pre-school through grade 12 across twenty-two campuses. The school district spans the cities of Inverness and Crystal River and incorporates communities such as Beverly Hills, Citrus Springs, Floral City, Hernando, Holder Homosassa, and Lecanto. The system has an average pupil-to-teacher ratio of 16:1 in public schools.

Vocational and technical training opportunities are offered at Withlacoochee Technical College. Higher education is offered at the College of Central Florida, which has a Citrus County site and an Ocala location, 35 miles from Inverness; at the University of Florida in Gainesville, 70 miles from Inverness, and at the University of South Florida in Tampa, 60 miles from Inverness.

RETIREMENT PLAN AND OTHER POST EMPLOYMENT BENEFITS

Florida Retirement System

The information relating to the Florida Retirement System ("FRS") contained herein has been obtained from the FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Reports available at www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports and the Florida Annual comprehensive Financial Reports available at www.myfloridacfo.com/division/aa/Reports/. No representation is made by the County as to the accuracy or adequacy of such information or that there has not been any material adverse change in such information subsequent to the date of such information.

The County's employees participate in the Florida Retirement System ("FRS"), a multiple-employer, cost-sharing, retirement system, administered by the Florida Department of Management Services. The County's employees have the option of choosing between either a Defined Contribution plan or a Defined Benefit plan. As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. Contribution rates are established statewide for all participating governmental units. Accordingly, the actuarial information and related disclosures attributable to the County's employees are not determinable.

The System provides for vesting of benefits based upon date of hire. Employees hired before July 1, 2012, are vested after 6 years of creditable service. For those hired on or after July 1, 2012, vesting of benefits occurs after the completion of 8 years of creditable service. The normal retirement date has also changed depending on hire date. Normal retirement benefits are available for employees hired before July 1, 2012, who retire at or after age 62 with 6 years of service, or with 30 years, if under age 62. For employees hired on or after July 1, 2012, normal retirement benefits are available at age 65 with 8 years of service or after 33 years, if under age 65. Early retirement is available for those vested with a 5% reduction of benefits for each year prior to the normal retirement age.

Retirement benefits are based upon age, average compensation and years-of-service credit. Average compensation is computed as the average of an individual's 5 highest years of earnings for employees hired before July 1, 2012, or 8 highest years of earnings for employees hired on or after July 1, 2012.

The System also provides death and disability benefits. Benefits are established by Chapter 121, Florida Statutes, and Chapter 22B, Florida Administrative Code.

The Deferred Retirement Option Program (DROP) is a program that provides an alternative method for payment of retirement benefits for a specified and limited period for members of the System, effective July 1, 1998. Under this program, the employee may retire and have their benefits accumulate in the Florida Retirement System Trust Fund, earning interest, while continuing to work for a System employer. The participation in the program does not change conditions of employment. When the DROP period ends (maximum of 96 months), employment must be terminated. At that time, the employee will receive payment of the accumulated DROP benefits and begin receiving their monthly retirement benefit (in the same amount determined at retirement, plus annual cost-of-living increases).

The County is required to contribute an actuarially determined rate. The current rate is 13.63% of covered payroll for regular employees, 21.13% for DROP employees, 34.52% for senior management, 32.79% for special risk employees and 58.68% for County elected officers. The contribution requirements of the County are established and may be amended by the State of Florida. The County's contributions to the plan for the years ended September 30, 2025, 2024, and 2023, were $20,584,985, $18,884,023, and $15,538,899, respectively, equal to the required contributions for each year.

Effective July 1, 2012, all FRS members, excluding DROP members and re-employed retirees are required to contribute 3% of their salary to the System on a pre-tax basis. Employee withholdings for this purpose amounted to $2,399,925, $2,230,840, and $2,022,084 for the fiscal years ended September 30, 2025, 2024, and 2023, respectively, which were equal to the required contribution for each fiscal year.

Basis of Accounting - Employers participating in the FRS Pension Plan and HIS Program are required to report pension information in their financial statements for fiscal periods beginning on or after October 1, 2014, in accordance with GASB 68. The Schedules of Employer Allocations and Schedules of Pension Amounts by Employer (pension allocation schedules) and notes to the schedules, along with the FRS ACFR, provide employers with the required information for reporting. The underlying information used to prepare the pension allocation schedules is based on the system's records which were audited for the fiscal year ended June 30, 2025, as well as the related notes, by the State of Florida Auditor General.

Employer Contributions - Contributions are recognized as revenue when due, pursuant to statutory and contractual requirements. Employee contributions required pursuant to section 121.71(3), Florida

Statutes, are accounted for by the FRS as employer-paid employee contributions and are treated as employer contributions under 26 U.S.C. s. 414(h)(2) allowing these contributions to be deducted on a pre-tax basis. Pension expense reported in the pension allocation schedules is reduced by these amounts.

Total employer contributions are determined on a uniform basis (blended rate) as required by Part III of Chapter 121, Florida Statutes. Employer contributions reflected in the financial statements and in the pension allocation schedules for the defined benefit plans represent contributions specific to each defined benefit plan and do not equal total blended contributions remitted by the employer.

Use of Estimates - The preparation of these schedules, and the associated financial statements, requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources and changes therein, including appropriate disclosures at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Net Pension Liability of Employers

Net Pension Liability

The components of the collective net pension liability of the County for the measurement date of June 30, 2025, are shown below:

	FRS	HIS	Total
Total Pension Liability (A)	$601,966,228	$26,718,125	$628,684,353
Fiduciary Net Position (B)	(525,280,956)	(1,698,727)	(526,979,683)
Net Pension Liability (A-B)	$76,685,272	$25,019,398	$101,704,670
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (B/A)	87.26%	6.36%	83.82%

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

The total pension liability for FRS and HIS plans was determined by the plans' actuary and reported in the plans' valuations dated June 30, 2025. The fiduciary net position used by the actuary to determine the net pension liability (as shown above) was determined on the same basis used by the plan. Each plan's fiduciary net position is reported in the financial statements, and the net pension liability is disclosed in the notes to the financial statements. Update procedures were not used.

Basis for Allocation

The employer's proportionate share reported in the pension allocation schedules was calculated using accrued retirement contributions related to the reporting periods included in the system's current and several prior measurement dates. Prior measurement dates shown in exhibits align with the oldest deferred (inflow)/outflow base through June 30, 2025, for employers that were members of the FRS and HIS during those fiscal years. For fiscal years ended June 30, 2018, through June 30, 2025, in addition to contributions from employers, the required accrued contributions for the division (paid on behalf of the

division's employees who administer the plans) were allocated to each employer on a proportional basis. The division administers the plans, and therefore, cannot allocate a portion of the liability to itself. Although GASB 68 encourages the use of the employers' projected long-term contribution effort to the retirement plan, allocating on the basis of historical employer contributions is acceptable. The aggregate employer contribution amounts for each fiscal year agree to the employer contribution amounts reported in the system's ACFR for that fiscal year.

The proportion calculated based on contributions for each of the fiscal years presented in the pension allocation schedules was applied to the net pension liability and other pension amounts applicable to that fiscal year to determine each employer's proportionate share of the liability, deferred outflows of resources, deferred inflows of resources and associated pension expense.

For the purposes of the pension allocation schedules, pension amounts are allocated to reporting employers. The pension amounts of participating employers whose payrolls are reported and contributions are remitted by another entity are included in the reporting employer's amounts and will be allocated to the participating employer by the reporting employer.

Actuarial Methods and Assumptions

The Florida Retirement System (FRS) Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of the defined benefit pension plan pursuant to section 216.136(10), Florida Statutes. The division determines the assumptions in the valuations for GASB 67 reporting purposes. The FRS Pension Plan's GASB 67 valuation is performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan was completed in 2024 for the period July 1, 2018, through June 30, 2023. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each cost-sharing defined benefit plan was determined using the individual entry age actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.5%. Both the discount rate and the long-term expected rate of return used for FRS Pension Plan investments is 6.70%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 5.20% was used to determine the total pension liability for the program (Bond Buyer General Obligation 20-Bond Municipal Bond Index). Mortality assumptions for both the FRS Pension Plan and the HIS Program were based on the PUB-2010 base table.

The following changes in actuarial assumptions occurred in 2025:

- All demographic assumptions and methods were reviewed as part of the 2024 Experience Study. Changes were adopted by the 2024 FRS Actuarial Assumption Conference during its meetings in October 2024.

- The coverage election assumptions were updated to reflect recent and anticipated future experience of HIS program participants. Changes were adopted by the 2025 FRS Actuarial Assumption Conference during its October 2025 meeting.
- The discount rate was modified to reflect the change in the value of the municipal bond index between GASB measurement dates.

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the collective net pension liability of the participating employers if the discount rate was 1.00% higher or 1.00% lower than the current discount rate at June 30, 2025.

County's Share of FRS Pension Plan NPL		
	Current	
1% Decrease	Discount Rate	1% Increase
5.70%	6.70%	7.70%
$150,493,662	$76,685,272	$14,805,384

County's Share of HIS Plan NPL		
	Current	
1% Decrease	Discount Rate	1% Increase
4.20%	5.20%	6.20%
$28,213,398	$25,019,398	$22,340,646

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

As of June 30, 2025 and June 30, 2024, the County's portion of the collective net pension liability for FRS was $76,685,272 and $92,794,498, respectively; the proportion of the collective net pension liability was 0.247091823% and 0.239873879%, respectively. The County's portion of the collective net pension liability for HIS was $25,019,398 and $28,035,628, respectively; the proportion of the collective net pension liability was 0.195198023% and 0.186892018%, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

In accordance with GASB 68, paragraphs 54 and 71, changes in the net pension liability are recognized in pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current reporting period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

Differences between expected and actual experience with regard to economic and demographic factors - amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees)

Changes of assumptions or other inputs - amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees)

Differences between expected and actual earnings on pension plan investments - amortized over five years

As of September 30, 2025, the County reported a net pension liability of $101,704,670, corresponding to its proportionate share of the collective net pension liability of FRS and HIS. The net pension liability was measured as of June 30, 2025, based on the total pension liability calculated on an actuarial valuation as of that date.

The contributions to the pension plans from employees are not included in collective pension expense. The average expected remaining service life of all employees provided with pensions through the pension plans at June 30, 2025, was 4.7 years for FRS and 5.8 years for HIS. The components of collective pension expense reported in the pension allocation schedules for the fiscal year ended June 30, 2025, are presented below for each plan.

Florida Retirement System	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual results	$8,190,794	$-
Changes in assumptions	8,905,152	-
Net difference between projected and actual earnings on pension plan investments	-	(12,803,380)
Changes in proportion and differences between County contributions and proportionate share of contributions	7,398,881	(865,631)
County Contributions subsequent to measurement date	3,676,311	-
Total	$28,171,138	$(13,669,011)
Health Insurance Subsidy		
Differences between expected and actual results	$149,349	$(39,688)
Changes in assumptions	221,450	(6,051,550)
Net difference between projected and actual earnings on pension plan investments	-	(20,824)
Changes in proportion and differences between County contributions and proportionate share of contributions	3,541,142	(427,637)
County Contributions subsequent to measurement date	410,980	-
Total	$4,322,921	$(6,539,699)
Total pension-related deferred inflows and deferred outflows	$32,494,059	$(20,208,710)

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

Contributions made after the measurement date of the net pension liability but before the end of the County's fiscal year will be recognized as a reduction of the net pension liability in the subsequent fiscal year, rather than the current fiscal year.

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The deferred outflows of resources related to the Plan totaling $3,676,311 and $410,980 as on the previous page, result from County contributions to the Plan subsequent to the measurement date, and will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2025. The other deferred outflows of resources and deferred inflows of resources shown above will be recognized in pension expense as follows:

Reporting Period Ending September 30,	FRS Expense	HIS Expense	Total
2026	$31,341,404	$(579,685)	$30,761,719
2027	(5,568,531)	(694,026)	(6,262,557)
2028	(8,333,514)	(584,322)	(8,917,836)
2029	(6,613,543)	(468,274)	(7,081,817)
2030	-	(301,451)	(301,451)
Thereafter	-	-	-
Totals	$10,825,816	$(2,627,758)	$8,198,058

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

The Pension Plan (FRS) and the Health Insurance Subsidy Plan are allocated to the Board and Constitutional Officers as follows:

	FRS	HIS	Total
Clerk of the Circuit Court & Comptroller	$4,002,825	$1,661,156	$5,663,981
Board of County Commissioners & Supervisor of Elections*	39,048,155	14,562,757	53,610,912
Property Appraiser	2,173,894	741,352	2,915,246
Tax Collector	1,632,201	862,173	2,494,374
Sheriff	29,828,197	7,191,960	37,020,157
	$76,685,272	$25,019,398	$101,704,670

*The Supervisor of Elections is reported under the same agency code as the Board.

Other Postemployment Benefits "OPEB"

Generally accepted accounting principles for governments requires the recognition of the total OPEB liability on the face of the financial statements and extensive disclosures and required supplementary information related to the OPEB liability.

Plan Description

The Postemployment Health Care, Dental and Life Benefits Plans are single-employer defined benefit plan administered by the County's office. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the County's office may continue to participate in two different self-funded health and hospitalization plans for medical and prescription drug coverage. The plan is not administered by the County, and therefore, there are no assets accumulated in a GASB-compliant trust.

The County subsidizes the premium rates paid by retirees by allowing them to participate in the plans at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The plan does not pay benefits already paid by Medicare or if the retiree elects not to participate in Medicare Parts A and B, the hypothetical amount that Medicare would have paid.

A retiree may also participate in a life insurance program that provides $20,000 coverage prior to age 70, $13,000 at age 70, $10,000 at age 75 at a cost of $1.26 per $1,000 per year. Retirees from the Sheriff's Department may also participate in a life insurance program that provides $15,000 coverage prior to age 65, $7,500 after age 65 at a cost of $3.60 per $1,000 per year.

In addition, retirees from the Tax Collector's office receive an explicit subsidy in the amount of half the premium on health, life and dental for 36 months following retirement.

Funding Policy

For the Postemployment Health Care Benefits Plan, contribution requirements of the County are established and may be amended through the County. The County has not advance-funded or established a funding methodology for the annual Other Postemployment Benefit (OPEB) costs or the net OPEB liability. The calculations were based on September 30, 2025, data where there were 24 retirees receiving postemployment healthcare benefits. For the 2024-25 fiscal year, the County provided required contributions of $508,718 toward annual OPEB costs, comprised of benefit payments made on behalf of retirees for claims expenses. Required contributions are based on projected pay-as-you-go financing.

As of September 30, 2025, the following employees were covered by the benefit terms:	
Inactive plan members or beneficiaries currently receiving benefits	24
Active employees	1,014
	1,038

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

Actuarial Methods and Assumptions

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment and termination, mortality, and the healthcare cost trends. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. Projections of benefits for financial reporting purposes are based on substantive plan provisions, as understood by the employer and participating members, and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and participating members. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

For the 2024-25 fiscal year the County's OPEB actuarial valuation used the entry age normal cost actuarial method to estimate the unfunded actuarial liability and to determine the annual required contribution. Because the OPEB liability is currently unfunded, the actuarial assumptions included a 4.09% rate of return on invested assets, which is the County's long-term expectation of investment returns under its investment policy. The actuarial assumptions also included an annual healthcare cost trend rate of 8.8% pre-Medicare and 10% post-Medicare initially for the 2023-2024 fiscal year, grading down to an ultimate rate of 4.5% for the fiscal year ending September 30, 2035. Under GASB 75 the entire amount of the unfunded OPEB liability is reported.

The long-term expected rate of return on OPEB investments was determined using the Bond Buyer 20-Bond Municipal Bond Index which is used to determine the interest rates for a new issue of general obligation bonds. The average yield drawn from the index is taken from a survey of muni bond traders. The index tracks the average yields of 20 general obligation municipal bonds of which the average rating "Aa2" (Moody's) or "AA" (Standard & Poor's).

Changes in the Net OPEB Liability

The following table illustrates the Net OPEB Liability under GASB 75:

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balance at September 30, 2024	$11,719,527	$-	$11,719,527
Changes Recognized for the Fiscal Year:			
Service Cost	695,674	-	695,674
Interest on the total OPEB Liability	463,417	-	463,417
Difference between Expected and Actual Experience			
Change in assumptions	(112,267)		(112,267)
Benefit Payments	(1,111,486)	-	(1,111,486)
Contributions from Employer	(508,718)	(508,718)	(508,718)
Balance Recognized at September 30, 2025	$11,146,147	$	$11,146,147

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

Interest Rate Sensitivity

The following table illustrates the impact of interest rate sensitivity on the Net OPEB Liability for the fiscal year ended September 30, 2025:

	1% Decrease 3.90%	Current Rate 4.90%	1% Increase 5.90%
Net OPEB Liability	$12,159,326	$11,146,147	$10,260,103

Healthcare Cost Trend Sensitivity

The following table illustrates the impact of healthcare cost trend sensitivity on the Net OPEB Liability for the fiscal year ended September 30, 2025:

	1% Decrease	Trend Rate	1% Increase
Net OPEB Liability	$10,164,685	$11,146,147	$12,325,964

OPEB Expense and Deferred Outflows/Inflows of Resources

Contributions made after the measurement date of the net pension liability but before the end of the County's fiscal year will be recognized as a reduction of the net pension liability in the subsequent fiscal year, rather than the current fiscal year.

For the year ended September 30, 2025, the County recognized OPEB expense of $617,669. At September 30, 2025, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows	Deferred Inflows
Differences between Expected and Actual Experience	$413,805	$(3,756,807)
Change in Assumptions	3,693,957	(1,494,881)
Total	$4,107,762	$(5,251,688)

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

Amounts reported as deferred outflows of resources and deferred inflows of resources to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	
2025	$(67,677)
2026	(55,052)
2027	(79,173)
2028	(121,211)
2029	(111,755)
Total Thereafter	(709,058)
	$(1,143,926)

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

The net OPEB liability is allocated to the Board and Constitutional Officers as follows:

Clerk of the Circuit Court & Comptroller	$334,770
Board of County Commissioners & Supervisor of Elections	3,125,327
Property Appraiser	163,416
Tax Collector	180,091
Sheriff	7,342,543
	$11,146,147

Source: Annual Comprehensive Financial Report of Citrus County for the Fiscal Year ended September 30, 2025.

FLORIDA CONSTITUTIONAL LIMITATIONS AND PROPERTY TAX REFORM

Property Tax Reform

General. During recent years, various legislative proposals and constitutional amendments relating to ad valorem taxation and revenue limitation have been introduced in the State. Many of these proposals sought to provide for new or increased exemptions to ad valorem taxation, limit the amount of revenues that local governments could generate or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon the County or its finances.

Constitutional Exemptions. Certain exemptions from property taxes have been enacted. Constitutional exemptions include, but are not limited to, property owned by a municipality and used exclusively by it for municipal or public purposes, certain household goods and personal effects to the value fixed by general law, certain locally approved community and economic development ad valorem tax exemptions to new businesses and expansions of existing businesses, as defined by general law and historic preservation ad valorem tax exemptions to owners of historic properties, $25,000 of the assessed value of property subject to tangible personal property tax, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law, and certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Household Goods and Personal Effects. The State Constitution provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than one thousand dollars and to every widow or widower or person who is blind or totally and permanently disabled, property not less than five hundred dollars. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $5,000 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Economic Development. The State Constitution provides that any county or municipality may, for the purpose of its respective tax levy and subject to the State Constitution and general law, grant community and economic development ad valorem tax exemptions to new businesses and expansions of

existing businesses, as defined by general law. Such an exemption may be granted only by ordinance of the county or municipality, and only after the electors of the county or municipality voting on such question in a referendum authorize the county or municipality to adopt such ordinance. An exemption so granted shall apply to improvements to real property made by or for the use of a new business and improvements to real property related to the expansion of an existing business and shall also apply to tangible personal property of such new business and tangible personal property related to the expansion of an existing business. The amount or limits of the amount of such exemption shall be specified by general law (up to 100% in certain circumstances) and the period of time for which such exemption may be granted to a new business or expansion of an existing business shall be determined by general law. State law provides that the authority to grant such exemption shall expire ten years from the date of approval by the electors of the county or municipality, and may be renewable by referendum as provided by general law and that exemptions may be granted for up to 10 or 20 years depending on the use of the applicable facility. The County has not adopted an ordinance granting this exemption.

Historic Preservation. The State Constitution provides that any county or municipality may, for the purpose of its respective tax levy and subject to the provisions of the State Constitution and general law, grant historic preservation ad valorem tax exemptions to owners of historic properties. This exemption may be granted only by ordinance of the county or municipality. The amount or limits of the amount of this exemption and the requirements for eligible properties must be specified by general law. State law provides that such exemption may be for an amount up to 50% of the assessed value of the property. The period of time for which this exemption may be granted may continue until the ordinance is repealed or the property no longer qualifies for the exemption. The County has not adopted an ordinance granting this exemption.

Tangible Personal Property and Solar Devices. The State Constitution provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated In Perpetuity for Conservation. The State Constitution provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Limitation on Increase in Assessed Value of Property. The State Constitution limits the increases in assessed just value of homestead property to the lower of (1) 3% of the assessment for the prior year or (2) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "Save Our Homes Benefit." Further, any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to $500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified nonhomestead real property may not exceed 10% of the assessment for the prior year. This assessment limitation is, by its terms, to be repealed effective January 1, 2019; however, the legislature by joint resolution approved an amendment abrogating such repeal, which was approved by the electors in the November 6, 2018 general election and went into effect January 1, 2019.

Homestead Exemption. In addition to the exemptions described above, the State Constitution also provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes, such amount shall be adjusted annually on January 1 of each year for inflation. The additional exemption, up to $25,000, applicable to the assessed value of the property between $50,000 and $75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following homestead exemptions are authorized by State law.

Millage Rollback Legislation. In 2007, the State Legislature adopted a property tax plan which significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities and special districts to rollback their millage rates for the 2007-2008 Fiscal Year to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-2007; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-2007 ad valorem tax revenues by 0% to 9%. In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future Fiscal Years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body.

Certain Persons 65 or Older. A board of county commissioners or the governing authority of any municipality may adopt an ordinance to allow an additional homestead exemption of (i) not exceeding $50,000 for persons who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner and has attained age 65 or older with household income that does not exceed the statutory income limitation of $20,000 (as increased by the percentage increase in the average cost of living index each year since 2001) or (ii) the assessed value of the property to a person who has the legal or equitable title to real estate with a just value less than $250,000, as determined the first tax year that the owner applies and is approved, for any person 65 or older who has maintained the residence as his or her permanent residence for not less than 25 years and whose household income does not exceed the

statutory income. **[The County has/has not enacted an ordinance granting the exemption described in this paragraph.]**

In addition, veterans 65 or older who are partially or totally permanently disabled may receive a discount from tax on homestead property if the disability was combat related and the veteran was honorably discharged upon separation from military service. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veteran's Affairs. A Surviving Spouse of a veteran who died from service while on active duty as a member of the United Stated Armed Forces is allowed the same ad valorem tax discount on homestead property for combat-disabled veterans age 65 or older to transfer to the surviving spouse of a veteran receiving the discount if the surviving spouse holds the legal or beneficial title to the homestead, permanently resides thereon, and does not remarry. **[The County has/has not enacted an ordinance granting the exemption described in this paragraph.]**

Deployed Military Personnel. The State Constitution provides that by general law and subject to certain conditions specified therein, each person who receives a homestead exemption who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of misfortune or while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. A military veteran who was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on homestead property. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Certain Totally and Permanently Disabled Persons. Real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Survivors of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Property Tax Relief for Natural Disasters. In light of the recent natural disasters, the state legislature created a property tax relief credit for homestead parcels on which certain residential improvements were

damaged or destroyed by a hurricane that occurred in 2016 or 2017, namely hurricanes Hermine, Matthew, and Irma. If the residential improvement is rendered uninhabitable for at least 30 days due to a hurricane that occurred during the 2016 or 2017 calendar year, taxes initially levied in 2019 may be abated. Due to this reduction in ad valorem tax revenue, the legislature is required to appropriate funds to offset the deficit in certain taxing jurisdictions.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/wastewater systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes and certain tangible personal property.

Recent Constitutional Amendments. During the 2021 State legislative session, State Senate Bill 7061 was passed by the Senate and the House and signed into law by the Governor. This law exempts fully from ad valorem taxation certain affordable housing properties that previously received a 50% discount from ad valorem taxes, along with certain other insignificant or indeterminate modifications to State law regarding ad valorem taxes.

During the 2022 State legislative session, State House Bill 7071 was passed by the Senate and the House and signed into law by the Governor. This law contains provisions for tax relief and changes to tax policy including, but not limited to, the following: providing property tax relief for residential property rendered uninhabitable for 30 days or more due to a catastrophic event; providing property tax relief for property owners affected by the sudden and unforeseen collapse of a residential building; increasing the widows, widowers, blind, or totally and permanently disabled property tax exemption from $500 to $5,000; providing an alternative assessment methodology for land used in the production of aquaculture products; clarifying the extent of the homestead exemption on classified lands; updating the qualifying operations for the deployed service member property tax exemption; and providing alternative dates from which to calculate the 15-year required term of an affordable housing agreement for establishing qualification for a property tax exemption. This law took effect on July 1, 2022. Further, State House Bill 777 was passed by the Senate and the House, which requires a local government seeking voter approval to levy certain optional local taxes to be held at a general election. The bill applies to the following local option taxes: tourist development taxes; tourist impact taxes; ad valorem taxes levied by a children's services independent special district; county, municipal and school district voted millage increase and local option fuel taxes and took effect on October 1, 2022.

During the 2023 State legislative session, State House Bill 7063 was passed by the Senate and the House and signed into law by the Governor. This law makes property tax exemptions for veterans, first responders and surviving spouses more accessible by eliminating certain requirements related to residency and property ownership, and revises the definition of "first responder" to include federal law enforcement officers and their surviving spouses. Additionally, this law creates a property tax exemption for certain leased property used for educational purposes. State House Bill 7063 also provides that property that is used as a parsonage, burial grounds or tomb and is owned by an exempt organization that owns a house of public worship is exempt for a religious purpose.

During the November 2024 general election, voters approved State House Joint Resolution 7017, Amendment 5, authorizing an amendment to Article VII, Section 6(a) of the State Constitution regarding the existing $25,000 homestead property tax exemption on property with an assessed valuation greater than $50,000 that is applicable to all ad valorem taxes except school district taxes. The amendment requires the homestead exemption to be adjusted annually for positive inflation growth. The State legislature passed and the Governor approved State House Bill 7019 during the 2024 legislative session

which amended Section 196.031, Florida Statutes, to implement the annual positive inflation adjustment. The inflation adjustment began January 1, 2025. State House Bill 7019 also created Section 218.136, Florida Statutes, requiring the State legislature to appropriate funds to offset reductions in ad valorem revenue in fiscally constrained counties as a result of the annual positive inflation adjustment. The bill provides emergency rulemaking authority to the Department of Revenue to administer the provisions of the act.

During the 2025 State legislative session, the State legislature passed Committee Substitute for House Joint Resolution 1215 ("CS/HJR 1215") which would create a property tax exemption for certain agricultural tangible personal property from ad valorem taxation. CS/HJR 1215 is not subject to the Governor's veto power but is subject to approval by 60 percent of voters during the 2026 general election, if passed the bill will take effect on January 1, 2027. The State legislature also passed House Bill 7031 ("HB 7031") which includes new or expanded exemptions for affordable housing which will apply to the 2026 tax rolls.

Future Potential Legislation and/or Constitutional Amendments Relating to Ad Valorem Taxation.

Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced by the State legislature. Many of these proposals have provided for the elimination or phase-out of non-school ad-valorem taxes, new or increased exemptions from ad valorem taxation, limiting increases in the assessed valuation of certain types of property or have otherwise restricted the ability of local governments in the State to levy ad valorem taxes at then current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse effect on the collection of ad valorem taxes by the County, the County's finances in general or the County's ad valorem taxing power.

While the State Legislature is not currently in session, constitutional amendments relating to ad valorem taxation have been proposed and could be proposed by the State legislature in a special session or future regular session. Such measures, if adopted, could reduce the ad valorem tax base or affect the taxing authority of local governments. Constitutional amendments, if adopted, would require approval by at least 60% of voters at a statewide referendum before becoming effective, and there can be no assurance as to whether any such proposals will be passed by the State Legislature. The cumulative effect of current or future changes to ad valorem taxation could have a material adverse impact on local government finances, including the availability of revenues to fund operations or meet debt service obligations.

APPENDIX B

COPY OF THE RESOLUTION

APPENDIX C

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF CITRUS COUNTY FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT D TO RESOLUTION

Continuing Disclosure Certificate

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Citrus County, Florida (the "Issuer") in connection with the issuance of its $_____ Sales Tax Revenue Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to Resolution No. 93-85 adopted by the Board of County Commissioners of the County (the "Board") on May 25, 1993, as amended and restated by Resolution No. 2008-169 adopted by the Board on August 12, 2008, as amended and restated, and as particularly amended and supplemented by Resolution No. 2026-__ adopted by the Board on _____, 2026 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriter in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than each April 30th (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter) commencing _____, 2027 with respect to the report for the 2026 fiscal year, provide to any Repository in the electronic format as required and deemed acceptable by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Issuer shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not

be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2026 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates to the following historical financial information in tabular form in the Official Statement in the tables entitled "Percentage Distributions of Statewide Half-Cent Sales Tax Revenues within the Citrus County and Municipalities," "State of Florida and Citrus County Historical Sales Tax Collections," and "Historical Half-Cent Sales Tax Distributions State of Florida and Citrus County."

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the Issuer;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the holders of the Bonds or any other party.

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2026

CITRUS COUNTY, FLORIDA

By:_____
Chair, Board of County Commissioners

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Certificate: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate dated as of _____, 2026. The Issuer anticipates that the Annual Report will be filed by _____ _____.

Dated: _____

CITRUS COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

EXHIBIT B

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11._____"Rating changes;"
12._____"An Event of Bankruptcy or similar event of an Obligated Person;"
13._____"The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."
15._____"Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;" and
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certification, LLC
315 East Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date:

EXHIBIT "E" TO RESOLUTION

Form of Registrar and Paying Agent Agreement

REGISTRAR AND PAYING AGENT AGREEMENT

This REGISTRAR AND PAYING AGENT AGREEMENT (this "Agreement"), is entered into as of [_____], 2026, by and between CITRUS COUNTY, FLORIDA (the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION ("Bank"), as Paying Agent and Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled Sales Tax Revenue Bonds, Series 2026 in an aggregate principal amount of $[_____] (the "Bonds") to be issued as fully registered bonds without coupons;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions. For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on September 30 of each year.

"Issuer" means Citrus County, Florida.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 2.01. Appointment and Acceptance. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth on Schedule A attached hereto for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for local governments, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal

of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds. The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 11:30 a.m. CST on the payment date.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. Upon request, the Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.06. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent. The Bank has no obligation to seek funds from any other account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement or as the Bank otherwise agrees in writing.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or

instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Issuer. The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07. Indemnification. To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank's negligence or willful misconduct); provided, however, to the extent that any claim brought pursuant to this Section 5.07 seeks indemnification for loss, liability, or expense resulting from a tort or similar claim, the Issuer reserves to itself all sovereign immunities protections to the extent set forth under Florida Statutes Section 768.28 or other similarly applicable provision of law. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: Citrus County, Florida
3600 W. Sovereign Path, Suite 266
Lecanto, Florida 34461

Attention: Director, Office of Management and Budget

If to the Bank: U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, Florida 32801

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. Any organization or entity into which the Bank may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Bank shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor of the Bank hereunder, provided such organization or entity shall be otherwise qualified and eligible under this agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.08. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar.

Section 6.09. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original; but the counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of the Agreement by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to this Agreement. Electronic or facsimile signatures on this Agreement shall be deemed original signatures for the purposes of this Agreement and all matters relating thereto, having the same legal effect as original signatures. The Bank shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by the Bank to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Bank) shall be deemed original signatures for all purposes. Each other party to this Agreement assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Bank, including, without limitation, the risk of the Bank acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Bank may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Bank in lieu of, or in addition to, any such electronic Notice.

Section 6.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Bank within thirty (30) days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Registrar. In the event of resignation of the Bank as Paying Agent and Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida.

Section 6.12. Documents to be Delivered to Bank. At the time of the Bank's appointment as Paying Agent and Registrar, the Issuer shall deliver to the Bank the following documents: (a) a specimen Bond; and (b) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-

individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 6.14. Prohibition Against Contracting with Scrutinized Companies. This Agreement is subject to termination at the option of the Issuer in accordance with Section 287.135, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, Issuer

By:_____
Chairman

ATTESTED AND COUNTERSIGNED:

By:_____
Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Paying
Agent and Registrar

By:_____
Authorized Representative

#536599182_v3
35709-37

SCHEDULE A

BANK'S FEES AND EXPENSES

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

COUNTY OF CITRUS

STATE OF FLORIDA

Each of the undersigned members of the Board of County Commissioners (the "Governing Body") of Citrus County, Florida (the "Issuer"), recognizing that the purchasers of the Issuer's Sales Tax Revenue Bonds, Series 2026 (the "Bonds"), will have purchased said Bonds in reliance upon this certificate, HEREBY CERTIFIES that:

(1) He or she has not, meeting together with any other member or members of the Governing Body other than at public meetings of the Governing Body, reached any conclusion as to the actions taken by the Governing Body with regard to the Bonds, the security therefor or the application of the proceeds therefrom, or any other material matters in regard to the Bonds; and

(2) He or she will not have or hold any employment or contractual relationship with any business entity which is purchasing, directly or through an intermediary, the Bonds from the Issuer.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 26th day of May, 2026.

Rebecca Bays	Diana Finegan, Chairman
Janet A. Barek, First Vice Chairman	Jeff Kinnard, Second Vice Chairman
Holly L. Davis	

AGENDA MEMORANDUM

FROM:	Veronica Kampschroer, Project Manager
SUBJECT:	Outstanding Commission Items
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
Outstanding Commission Items

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
Veronica Kampschroer, MPA, PMP, Special Projects Manager. Outstanding Commission Items Update

ATTACHMENTS:
1. Outstanding Commission Items (55)

TUESDAY, MAY 26, 2026

COMMISSIONER UPDATE

OUTSTANDING COMMISSION ITEMS

CoreCivic Staffing: Off Track
April: 94.25% as of 5/1/26 (down from 95.3% in March)

Crystal River Connector Trail - Preconstruction: On Track
Appraisal awaiting engineer's environmental assessment.
- **Next Step:** Complete engineering and design. (1/1/26 - 6/1/27)

Ft. Island Gulf Beach Repairs & Improvements: On Track
Permitting in progress for renourishment, new restrooms, and boardwalk/pier.
- **Next Step:** Receive all required permit approvals. (12/1/25 - 6/1/26)

★ **Ft. Island Trail Park Boat Ramp Expansion Feasibility Study:** On Track
Review meeting held 5/7/26; awaiting final concept and cost opinion.
- **Next Step:** Receive final conceptual plan and relevant data. (4/6/26 - 6/6/26)

Halls River MUP - Preconstruction: On Track
Received Phase IV/100% design & plans from FDOT, pending staff review.
- **Next Step:** FDOT to complete final design plans. (6/27/26 - 4/29/27)

★ **Homosassa Sports Complex Feasibility Study:** On Track
Awaiting final concept/cost opinion; scheduled for 7/28 BOCC meeting.
- **Next Step:** Receive final illustrated concept. (5/1/26 - 6/1/26)

Inshore Reef Placement - Preconstruction: On Track
Contract pending Gulf Consortium (RESTORE funding) approval and signature.
- **Next Step:** Advertise solicitation for design services. (5/1/26 – 7/1/26)

Landfill New Citizen Service Area (CSA) - Preconstruction: Off Track
Land swap completion pending final State requirements (in progress).
- **Next Step:** Receive DEP approval of land swap agreement. (4/1/26 - 7/1/26)

Port Citrus Master Development Plan - Funding: Off Track
Potential partnerships and funding opportunities identified.
- **Next Step:** Apply for funding for Master Development Plan. (1/1/26 - 5/1/26)

★ **SCOP Resurfacing - Apopka:** On Track
Phase I construction to begin 5/26 between Anna Jo/Malverne.
- **Next Step:** Begin Phase II construction. (6/8/26 - 6/15/26)

★ = Updated for this agenda

SUCCESS THROUGH COLLABORATION

CitrusBOCC.com/strategy

AGENDA MEMORANDUM

FROM:	Alexander Alt, Intergovernmental Liaison and Administrative Development Review Expeditor
SUBJECT:	Legislative Updates
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

Various updates to the Board of County Commissioners regarding legislative actions of interest over the past few months since the conclusion of the Regular Legislative Session in March. This will include an update on the Special Sessions related to:

- Congressional Redistricting Map
- The State Budget

This update will also include discussion on the potential special session on property taxes that may occur as well as SB 484 – Data Centers that was passed and recently signed by the Governor.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Alexander Alt, Intergovernmental Affairs Liasion. Legislative Update

ATTACHMENTS:

1. Legislative Update - May 26, 2026

May 26, 2026

Citrus County Legislative Updates



Alexander Alt, Intergovernmental Affairs Liaison
and Administrative Development Review Expeditor

2026 State Special Session Overview

- Special Session on Congressional Redistricting Map
  - April 28th-May 1st, 2026
- Budgetary Special Session
  - May 12th – May 29th, 2026 (subject to change)
- Property Tax Special Session
  - Potentially June or July
  - They have until August 5th to get it on the ballot

2026 State Legislative Session

BOCC Appropriations Projects in Play*

Project Name	Funding Amount	House Proposal	Senate Proposal
Floral City Septic to Sewer Expansion	$6,227,894	NA	NA
Halls River Multi-Use Path Construction Phase	$2,500,000	NA	$1,000,000
Judicial and Government Space Expansion	$5,000,000	NA	NA
Regional Public Safety Training Center	$1,500,000	$1,500,000	$1,000,000
Septic to Sewer Incentive Program (Water Project)	$925,000	NA	$350,000
Chassahowitzka River Campground Repairs and Improvements	$800,000	NA	$350,000



*** Waiting for Budget Updates from Special Session**

2026 Legislative Updates

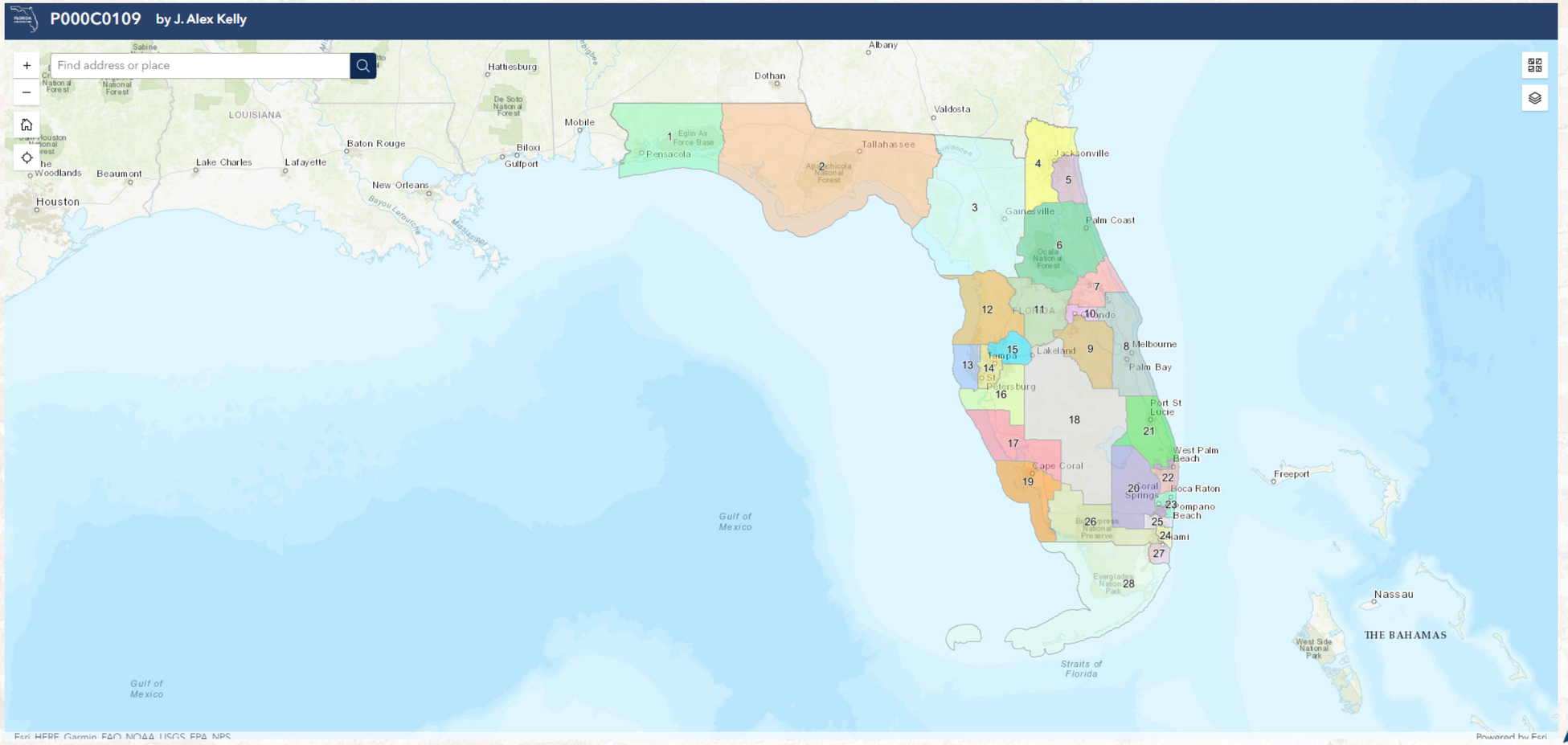
Congressional Redistricting Map

- On April 29th, the Legislature passed a new mid-decade Congressional Redistricting Map. The map was ultimately signed by the Governor on May 4th.
- Citrus County is currently part of CD 12 represented by Congressman Gus Bilirakis, but with this new map, the boundaries of CD 12 were moved further south to cover most of central and west Pasco as well as parts of northern Hillsborough.
- Furthermore, the existing CD 15, which is represented by Congresswoman Laurel Lee, has been modified to include eastern Pasco County and the entirety of Hernando and Citrus Counties.
- At this time, Congressman Bilirakis has declared his intent to remain in CD 12, while Congressman Lee has expressed her intent to remain in CD 15.



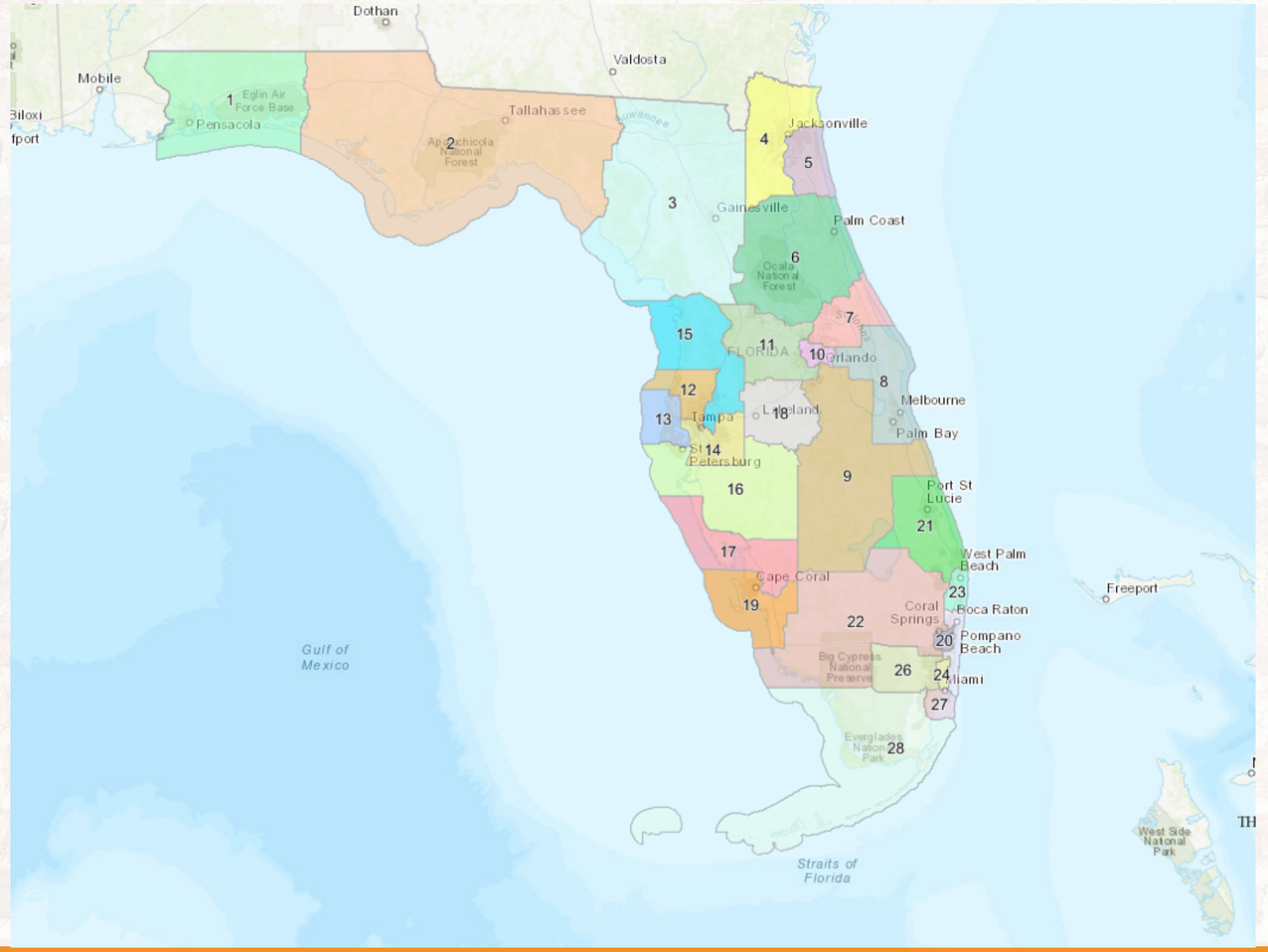
2026 Legislative Updates

Congressional Redistricting Map



2026 Legislative Updates

Congressional Redistricting Map



2026 Legislative Updates

Property Taxes

- As mentioned previously, there is nothing concrete in terms of when this Special Session may be held. The Governor has said that they would like to wait until the special session on the budget concludes, and then they will work on Property Taxes.

- The latest from the Governor is that they are planning to look at increasing the Homestead Exemption. Nothing concrete in terms of what exactly this will look like yet.

- The Governor had previously discussed a phased-out approach very similar to HB 203 from the regular state legislative session. That proposal would increase the existing homestead exemption by $100,000 starting in FY 2027 and then increase it by $100,000 each year until 2037 ($1,000,000). At that point, property taxes would be completely phased-out for homesteaded property.

- Unclear at this point, the exact direction, but the Legislature and the Governor have until August 5, 2026 to put a proposal on the ballot for the 2026 election cycle.



2026 Legislative Updates

HB 1007/SB 484 – Data Centers

- The bill maintains local authority as it relates to comprehensive planning for data centers and other large load customers.
- All versions of the 5-mile radius of a residential property or school were removed from the final bill
- Directs the Public Service Commission to develop minimum tariffs and service requirements for large-load customers to ensure that a large-load customer bears its own full cost of service and that such cost is not shifted to the general ratepayers.
- Prevents public utilities from providing electric service to large-load customers if that customer is a foreign country of concern.
- Requires that each public utility will file for a large-load tariff with the Public Service Commission no later than October 1, 2026



2026 Legislative Updates

HB 1007/SB 484 – Data Centers

- Water Management Districts may not issue a water allocation permit if the proposed use of the water is harmful to the water resources of the area or is prohibited by the local government zoning or comprehensive plan.

- Water allocation permits will be issued if:
  - There is a reasonable beneficial use
  - The issuance of the permit will not interfere with any presently existing legal use of water
  - The issuance is consistent with the public interest

- If a permit application is for an allocation of water of at least an average daily flow of 100,000 gallons of water per day by a large-scale data center, then the application must identify:
  - All sources and amounts of water used for cooling, industrial and treatment processes, personal or sanitary needs for employees, and landscape irrigation.
  - A Water Conservation Plan

- Requires a public hearing by the governing board of the water management district. Cannot be approved administratively.



2026 Legislative Updates

The Road Ahead

- Intergovernmental Affairs will keep you posted on any changes that might occur. As well as when the special session on Property Taxes will occur as soon as we know more.

- Our lobbyist is planning to have full presentation at the next meeting to provide full update on the Budget and the status of the County's Appropriations Projects.



2026 State Legislative Important Dates

- Key Dates:
  - FAC Annual Conference and Educational Exhibition in Orlando
    - June 23-26, 2026
  - FAC Innovation and Policy Conference in Jacksonville
    - September 16-17, 2026
  - FAC Legislative Conference in St. Johns County
    - December 2-4, 2026

Questions?



AGENDA MEMORANDUM

FROM:	Citrus County Sheriff's Office, David E. Vincent
SUBJECT:	Presentation: Citrus County Sheriff's Office, School Zone Speed Cameras.
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:
Citrus County Sheriff's Office Speed Zone Cam

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:
Presentation Citrus County Sheriff's Office, David E. Vincent, Speed Zone Cam **(Citrus County Sheriff's Office, David E. Vincent)**

ATTACHMENTS:
1. PPT Speed CAMS - BOCC Sheriff Presentation

CITRUS COUNTY SHERIFF'S OFFICE



CITRUS COUNTY
SHERIFF
INTEGRITY ★ ACCOUNTABILITY ★ SERVICE

Speed Detection Systems
School Zones





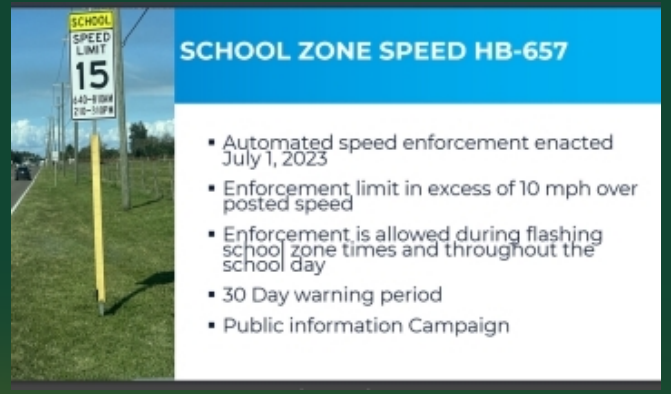
CS/CS/HB 657
July 01, 2023

SHERIFF'S OFFICE CITRUS COUNTY

EMERGENCY 9-1-1 ★ NON-EMERGENCY 352-249-2790

Bill summary analysis

- Bill allows for counties and municipalities to use speed detection systems to enforce speed limits in school zones.
- Requires an ordinance to be adopted by county and/or city.
- Violations are for 10 mph over the posted limit.
- $100.00 penalty for violation.
  - No points and no insurance impacts.



SHERIFF'S OFFICE CITRUS COUNTY

Process Overview

- Ordinance / Public Hearing
- Vendor contract
- Initial Public Awareness Campaign
- Signage installed with time periods of enforcement
- 30-day warning(s) campaign





Notice of Violation

After the 30-day warning campaign concludes

- If a violation occurs, it is reviewed first through the vendor's processes, then forwarded for a second review by law enforcement.
- If it is clear violation after reviewing video and still photo's, a Notice of Violation will be sent to the registered owner for payment.
- Processes exist to forward / contest / or request dismissal.

$100.00 Fine Breakdown

- $20.00 Department of Revenue (DOR) – General Fund
- $3.00 DOR – Criminal Justice Training Trust Fund
- $12.00 County School District
- $5.00 School Crossing Guard Program (Recruit/Retention)
- $60.00 County/City

Each of these distributions are limited in use and require reporting.



SHERIFF'S OFFICE CITRUS COUNTY

EMERGENCY 9-1-1 ★ NON-EMERGENCY 352-249-2790

Citrus County

- North Forest Ridge Blvd. –Forest Ridge Elementary
- Citrus Springs Blvd. – Central Ridge, Citrus Springs Middle
- W Century Blvd. – Citrus Springs Elementary
- W Yulee Dr. - Homosassa Elementary
- N Croft Rd. – Hernando Elementary
- Old Floral City Road / E Marvin Street – Floral City Elementary
- S. Rock Crusher Rd.- Rock Crusher Elementary
- W. Homosassa Trail – Pope John Paul Catholic

Closing

- Failing to pay the $100.00 fine could result in the violation turning into a uniform traffic citation.
- No cost , violator funded.
- Goal is safety and gaining compliance.
- Success rates average 75% and better in reduction of violations within first year.
- *City of Inverness and City of Crystal River already voted to proceed in further discussion regarding program (November 2025).*

KNOW THE FACTS
ABOUT SCHOOL ZONE CAMERAS

Citations will only be issued when a vehicle travels within a work zone more than 10 miles per hour over the posted speed limit.

The cameras actively enforce the speed limit on school days when classes are in session. Enforcement begins one hour before the start of school until one hour after dismissal.

All speed limits are marked with signs. Flashing lights near a school zone are an indicator of the reduced speed limit. Photo speed enforcement signage will be present in school zones with cameras.

Citations will be $100.



Questions ?



SHERIFF'S OFFICE CITRUS COUNTY

EMERGENCY 9-1-1 ★ NON-EMERGENCY 352-249-2790

AGENDA MEMORANDUM

FROM:	Traci Perry, Clerk of the Circuit Court and Comptroller
SUBJECT:	1:15PM Annual Financial Report
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

The annual audit of the Financial Statements for the County is complete. The financial statements need to be distributed to those entities that require submission. Representatives of the audit firm Forvis Mazars, LLP will present the Annual Comprehensive Financial Report (ACFR) to the Board for acceptance.

The State of Florida requires each County to submit an Annual Local Government Financial report to the Department of Financial Services. The report must be submitted electronically. The Chair and the Clerk are required to electronically sign the report "attesting to the accuracy of the information included in the report." A copy of the revenue and expenditures report to be submitted is on file in the County Administrative Offices.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Acknowledge receipt of Citrus County's Annual Comprehensive Financial Report and condensed Popular Annual Financial Report for the fiscal year ended September 30, 2025.
b. Approved and authorize the Chair and Clerk as the Chief Financial Officer to authorize the Financial Analyst to submit their signatures electronically on the Annual Financial Report.
(Tracy Perry, Clerk of the Courts)

ATTACHMENTS:
None

AGENDA MEMORANDUM

FROM:	Eric Landon, Growth Management Director
SUBJECT:	1:20PM Ozello Civic Assoc Bldg - Historic recognition
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

A request has been received to recognize the Ozello Civic Association Building, lying at 14095 W Ozello Trail in Crystal River, for local historic designation. The building was constructed in 1965 and has remained in continuous operation since that time. The request was reviewed and unanimously recommended for approval by the Historical Resources Advisory Board (HRAB) at a public hearing on April 6, 2026.

Information pursuant to the request and a draft copy of the HRAB minutes are included. County Code of Ordinances Sec 101-5 allows local historic designation of a structure if approved by the Board of County Commissioners.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

Designation only.

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

RECOMMENDED ACTION:

a. Conduct a public hearing on May 26, 2026 at 1:20 p.m. to consider local historic designation for Ozello Civic Association Building, lying at 14095 W. Ozello Trail, Crystal River, as recommended by the Historical Resources Advisory Board.
b. If approved, direct the Chair and Clerk to execute the Resolution confirming local historic structure designation. **(Eric Landon, Growth Management Director)**

ATTACHMENTS:

1. RESOLUTION Ozello Civic Assoc
2. HRAB draft minutes Apr 6 2026
3. Request and backup information - 14095 W Ozello Trail
4. location map
5. Ozello News - 1965 article
6. Property Appraiser information
7. Warranty Deed
8. Legal Notice and Certified Notice

RESOLUTION NO. 2026-

A RESOLUTION OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DESIGNATING A HISTORIC STRUCTURE PURSUANT TO SECTION 101-5 OF THE COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Citrus County, Florida recognizes the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources,

WHEREAS, the Board is charged with reviewing designations for historic sites and structures as may be recommended by the Historic Resources Advisory Board,

WHEREAS, the Ozello Civic Association building was constructed in 1965 and has remained in continuous operation as a valuable resource for Citrus County citizens;

WHEREAS, Citrus County Code of Ordinances Section 101-5 outlines the criteria for local historic designation;

WHEREAS, the Historic Resources Advisory Board conducted a hearing on April 6, 2026, to consider whether the Ozello Civic Association building should be designated as a historic structure;

WHEREAS, after considering the information presented at hearing, the Historic Resources Advisory Board recommended that the Board of County Commissioners approve the designation of the Ozello Civic Association building as a local historic structure;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, as follows:

1. The Ozello Civic Association building, located at 14095 W Ozello Trail in Crystal River, Florida, is hereby accepted and approved for designation as a local historic structure.

2. It is the intention of the Board that the provisions of this resolution 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 resolution adopted by the Board and Filed by the Clerk to the Board.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2026.

CITRUS COUNTY, FLORIDA,
A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

ATTEST:

BY: _____

_____
TRACI PERRY, CLERK OF COURT

DIANA FINEGAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
April 6, 2026– 4:00 pm
MINUTES

****

Paul Grannan
Kandice Bellamy McPherson
Katherine Turner Thompson
Cynthia King
Rosemary Rastom
Lynn Turck
Robert Highbaugh
Mark Hammer, County Liaison
Gina Eason, Recording Secretary

Call to Order Chairman: Paul Grannan called the meeting to order at 4:00 p.m.

Pledge of Allegiance Chairman: Paul Grannan led the pledge of allegiance.

Roll Call and Verification of Quorum: Gina Eason called and verified a quorum with. Members in attendance Paul Grannan, Kandice Bellamy McPherson, Katherine Turner Thompson, Rosemary Rastom, Robert Highbaugh, Lynn Turck. Members not in attendance Cynthia King.

Oath of Office New Members: Robert Highbaugh and Rosemary Rastom was nominated and appointed by the Board of County Commissioners during the January 27, 2026 BOCC meeting and sworn into office by Renee Blevins.

Approval of Minute: Kandice Bellamy McPherson made a motion to approve the minutes, Katherine Turner Thompson seconded, motion carried unanimously.

Application for Local Historic Designation - 14095 W. Ozello Trail Crystal River, FL
Jane Vandenbergh presented the application and provided background history of the building for local designation. Katherine Turner Thompson made a motion to approve to approve the application for Local Historic Designation seconded by Lynn Turck. Motion carried unanimously.

Application for COA Renovation- 8305 E. Orange Ave. Floral City FL
Angie McCour**t** and Suzie Rise of Morgan Rise Custom Builders presented the application Katherine Turner Thompson made a motion to approve to approve the application seconded by Lynn Turck. Motion carried unanimously.

Review Permit BLD2603-0166 9020 E. Orange Ave Floral City FL
Scott Buell came before the board seeking approval I to install a communication tower antenna located in the Historical District of Floral City. Motion to approve the application with condition pending the approval through Land Development was made by Kandice Bellamy McPherson seconded by Robert Highbaugh Motion carried unanimously.

DRAFT

Small Matching Grant Update-
Mark Hammer shared the county grant administrator position is currently vacant, Katherine Turner Thompson volunteered to bring some information back to the board with the analysis for further discussion applying for a small matching grant for the survey to review what is on the county master file.

Open to the Public: No members of the public addressed the Board

Staff Comments: Mark Hammer shared some CLG brief overview on what is included on the Florida Master Site File which was presented in a recent webinar. Mr. Hammer went over Sunshine Law and provide a frequently asked question printout from the Office of the Attorney General and a print out of the county ordnance of the Historical Resources Advisory Board.

Upcoming Meeting Announcement, Monday, June 1, 2026

Meeting was adjourned at: 4:54 p.m.

DRAFT

January 20, 2026

To Whom it may concern;

I wish to apply for Local Historic Designation with the county of Citrus. I have received a site number from the State. CI 02202

I have enclosed documents describing the Ozello Civic Association's building that was constructed beginning in November 1965, and finished in 1966.

The land and then the building was deeded to Ozello, Inc a non profit civic corporation by Florida Waterman, Inc in November 1965. The intention of the organization was for "the betterment and improvement of the community. "

The organization first met in someone's home and had 12 interested people. By October 1966, the members met in the building at 14095 W. Ozello Trail and it has been a continuous running organization since then. Currently there are approximately 80 members.

Significant activities from the past:

- Voting precinct #4 one of the oldest precincts in Citrus County was in the building
- Drinking water was brought in and distributed from the building
- The Ozello Church used the building for services while their own structure was built.

Current Activities:

- Environmental activities take place, speakers on bats and other natural animals, road clean ups etc.
- Social services take place, food pantry, toys for tots, college scholarships, charity donations.
- Recreation opportunities for the community, bingo, pickle ball, yoga, community dinners, etc.
- Please consider this application for a citrus County Historical Designation Thank you.
  Jane Vandenbergh jev51@aol.com 941 356 3630

Citrus County Application
Local Historical Designation

The following procedure shall be used for designation of sites, buildings, structures, objects and districts of historical importance that are privately owned as outlined in the county ordinance:

Historical Preservation

- A State application to obtain the master file number provided by the State of Florida
- Application packet submitted to the Historical Resource Advisory Board
- A legal boundary description of the site of proposed property or structure
- Upon receipt of a completed application form, including necessary documentation, the County Liaison will review and schedule for the next appropriate Historical Resource Advisory Board meeting.
- Public notice of intent to apply for designation, through local news paper. Public advertisement will be placed in the newspaper of general circulation at a minimum of 15 days in prior to the public hearing of the HRAB meeting .
- Adequate notice of the HRAB Meeting and application to recognize the historical resource shall be provided to the owners and/or their authorized agents of the abutting properties located within 500 feet. Notice must be served by certified mail at the applicants expense.

Master File # Issued #CI02202 *Date:* 1/12/2026

Applicant Name: Jane Vandenbergh

Property Address: Property 14095 W. Ozello Trail, Crystal River, FL 34429

Owner(s) Name: Ozello Civic Association, Inc Relationship: Member

Applicant Mailing Address: 1803 S. Waterbird Pt Crystal River, FL 34429

Applicant E-Mail Address: Jevs1@aol.com Applicants Phone: 941 356-3630

The HRAB shall, within 65 days of the date of the meeting at which the application is heard, provide a written recommendation to the Board of County Commissioners for their approval or denial, based upon the evidence presented during the public hearing. The recommendation shall include specific findings and conclusions as to why the nomination does or does not meet the appropriate criteria outlined in the ordinance along with any comments from the applicant. Adequate notice of the Board of County Commissioner consideration of the nomination shall be provided to the owner and their agent in advance of the meeting.

No county permits for any demolition, alteration, construction, relocation, land disturbance or development activities shall be issued once a nomination form is filed until the board of county commissioners act to approve or deny the nomination or for six months whichever shall occur first.

Florida Master Site File

Site Number Assignment

Site #	CR Type	Date Assigned	Staff	Client Org.	Site Name
CI02202	SS	1/12/2026	CAO		Ozello Civic Association clubhouse

1 Site Number(s) Assigned.

CID 2202

☐ Original
☐ Update



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site#8 _____
Field Date _____
Form Date _____
Recorder # _____

Site Name(s) (address if none) Ozello Civic Association Club House — Multiple Listing (DHR only) _____
Survey Project Name Ozello Civic Association Club House — Survey # (DHR only) _____
National Register Category (please check one) ☒building ☐structure ☐district ☐site ☐object
Ownership: ☐private-profit ☒private-nonprofit ☐private-individual ☐private-nonspecific ☐city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

Street Number	Direction	Street Name	Street Type	Suffix Direction
14095	W	Ozello Trail		

Address:
Cross Streets (nearest / between) S. Hunt Pt. and S. Gulfwater Pt.
USGS 7.5 Map Name OZELLO — USGS Date 2021 — Plat or Other Map _____
City / Town (within 3 miles) _____ — In City Limits? ☐yes ☒no ☐unknown — County Citrus
Township _____ Range _____ Section _____ ¼ section: ☐NW ☐SW ☐SE ☐NE Irregular-name: _____
Tax Parcel # 16E19515110000190 15-195-16E — Landgrant _____
Subdivision Name 003606 -unrec tracts — Block _____ Lot _____
UTM Coordinates: Zone ☐16 ☒17 Easting ☐☐☐☐☐☐ Northing ☐☐☐☐☐☐☐
Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1966 ☐approximately ☐year listed or earlier ☐year listed or later
Original Use Meetinghouse, club — From (year): 1966 To (year): 2026
Current Use Meetinghouse, club — From (year): 1966 To (year): 2026
Other Use Civic center — From (year): 1966 To (year): 2026
Moves: ☐yes ☒no ☐unknown Date: _____ Original address _____
Alterations: ☒yes ☐no ☐unknown Date: 8-7-2012 Nature roof repair
Additions: ☐yes ☒no ☐unknown Date: _____ Nature _____
Architect (last name first): _____ Builder (last name first): Clinton, H Clyatt J, Jones, W
Ownership History (especially original owner, dates, profession, etc.)

Florida Waterman, Inc 1965
Ozello, Inc ~~1966~~ 1968

Is the Resource Affected by a Local Preservation Ordinance? ☐yes ☐no ☒unknown Describe _____

DESCRIPTION

Style _____ Exterior Plan Rectangular Number of Stories 1
Exterior Fabric(s) 1. Concrete block 2. _____ 3. _____
Roof Type(s) 1. Hip 2. _____ 3. _____
Roof Material(s) 1. Shingle, unspecified 2. _____ 3. _____
Roof secondary strucs. (dormers etc.) 1. _____ 2. _____
Windows (types, materials, etc.)

Aluminum Double paned

Distinguishing Architectural Features (exterior or interior ornaments)

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.)

Open pavillion, metal roof and shed

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date _____ Init. _____ KEEPER – Determined eligible: ☐yes ☐no Date _____ NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

Florida Master Site File / Div. of Historical Resources / R. A. Gray Bldg / 500 S Bronough St., Tallahassee, FL 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / E-mail SiteFile@dos.fl.gov

HISTORICAL STRUCTURE FORM

Site #8 _____

DESCRIPTION (continued)

Chimney: No.____ Chimney Material(s): 1. _____ 2. _____

Structural System(s): 1. Concrete block 2. _____ 3. _____

Foundation Type(s): 1. Slab 2. _____

Foundation Material(s): 1. Concrete, Generic 2. _____

Main Entrance (stylistic details)

two doors

Porch Descriptions (types, locations, roof types, etc.)

open

Condition (overall resource condition): ☐excellent ☒good ☐fair ☐deteriorated ☐ruinous

Narrative Description of Resource

Archaeological Remains _____ ☐Check if Archaeological Form Completed

RESEARCH METHODS (select all that apply)

☒FMSF record search (sites/surveys)	☐library research	☒building permits	☐Sanborn maps
☐FL State Archives/photo collection	☐city directory	☐occupant/owner interview	☐plat maps
☒property appraiser / tax records	☒newspaper files	☐neighbor interview	☐Public Lands Survey (DEP)
☐cultural resource survey (CRAS)	☒historic photos	☒interior inspection	☐HABS/HAER record search

☐other methods (describe) _____

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐yes ☐no ☐insufficient information

Appears to meet the criteria for National Register listing as part of a district? ☐yes ☐no ☐insufficient information

Explanation of Evaluation (**required**, whether significant or not; use separate sheet if needed)

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

1. Local 3. Other 5. _____
2. Social/humanitarian 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type None known Maintaining organization _____
Document description _____ File or accession #'s _____

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Jane Vandenbergh Affiliation _____

Recorder Contact Information 1803 S. Waterbird Pt. Crystal River, Fl. 34429 941 356 3630 Jev51@aol.co
(address / phone / fax / e-mail)

Required Attachments

❶ **USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED**

❷ **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)

❸ **PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE**

When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale acceptable). Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.


OZELLO
CIVIC
ASSOCIATION









14095 W Ozello Trail



4/22/2026

1:1,654

STREET CENTERLINES

County Roads

Collector, Minor and Local Roads

ADDRESS POINTS

EASEMENTS

LOTS

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

State of Florida, Vantor, Esri, HERE, Garmin, iPC

GIS Division
Citrus County BOCC

Site # CI0220?

CIVIC CLUBHOUSE STARTED

Nov. 21-65

Life Starts Early In Ozello

Times Correspondent

OZELLO — Only in Ozello would there be a groundbreaking ceremony at 8:30 in the morning, but then Ozello has an unusualness in terrain and people that just naturally calls for something different. Ozello is a settlement in Citrus County about six miles west of U.S. 19, midway between Homosassa and Crystal River.

The occasion Saturday morning was the beginning of construction on the Ozello Civic Club clubhouse near the intersection of the Ozello road and the road to the Florida State Wayside park on the nearby Homosassa River.

THE CIVIC club, a five-year-old dream of developer P. M. Waterman, was given birth just three weeks ago by 25 residents of the area. Their immediate objectives, as explained by the club president, is the construction of the clubhouse, which will serve as a recreation center for the community, the acquisition of fire fighting equipment, the establishment of regular religious services in the area, telephone service to the area and eventually a swimming pool.

The club is actually a sub-organization of Ozello, Inc., explained Mrs. Thelma DeGaw, secretary of the organization. It will be through Ozello, Inc., that much of the municipal development of the area will occur.

President of the organization is E. E. Screws who served as master of ceremonies at the ceremony. Screws told his audience of nearly 50 that the club's membership has already swelled to 37, and it is hoped that this figure can be tripled in short order.

Eventually, Screws told The Times, the residents of the area hope to form a water district and with a loan from the federal government construct a pipeline to bring fresh water to the area from the nearest source about five and a half miles away. While residents of the area make use of surface water for their general water needs, drinking water must either be boiled or shipped into the area, since groundwater and the river are often found to be brackish, caused by intrusion from the nearby Gulf of Mexico.

THE AREA of interest of Ozello, Inc., is basically some 125 acres of land developed by P. M. Waterman, who came to Florida from Indiana in 1953. He has been developing his Ozello tracts since 1955.

It was Waterman who gave Ozello, Inc. the 150 by 400 foot lot on which the clubhouse will be built. Waterman serves on the board of directors of the organization.

Joining the members of the club at the groundbreaking ceremonies were Citrus County Clerk of the Circuit Court Francis (Cowboy) Williams, County Commission Chairman Clyde Byrd, Crystal River Mayor Leonard Damron, Suncoast Springs Chamber of Commerce President Robert Hyde, the Chamber's Secretary-Manager Robert Stricklin, and Chamber board member E. E. (Pappy) Schatz.

Waterman was asked to turn the first shovel of dirt. The developer told those attending that he hoped the construction of the clubhouse would mark the beginning of an effort to develop a museum in the area of the old school house, reviving the historical heritage of the area.

THEN BENEATH the early morning sun in the contradictory setting of giant moss-draped oaks, cabbage palms and the sawgrass flats of the Gulf of Mexico, Waterman turned the first shovelfull of dirt and it became apparent that a new and dynamic community in growing Citrus county was taking form.

President Screws closed the meeting with the comment that the people of Ozello would build the building through donations of materials, labor and money, and he promised that the job would be done in no more time than construction of a similar facility by contract where funds were readily available.

Screws said the initial structure would include a 40 by 30-foot assembly room, closets, restrooms and the foundation for the addition of a kitchen at a later date.

ANOTHER IMMEDIATE project of Ozello, Inc., Screws later told the Times, will be telephone service to the area, either through Florida Telephone Corp., which serves most of Citrus County, or by some other means.

Officers of Ozello, Inc., in addition to Screws are L. A. Deugaw, vice president, and Mrs. Thelma Deugaw, who serves as secretary and treasurer.

Board members, in addition to Waterman, are: Mr. and Mrs. Louis Witte, Mr. and Mrs. Bill Revels, and Mrs. E. E. Screws.

Site # CI0220



Construction Begins

Construction has begun on the Ozello Civic Club and completion is expected to be in about three months. Work started after a group of area residents organized a few months ago to try and bring better things to the heretofore almost isolated community near the Gulf of Mexico in Citrus County. Efforts to get a fresh water system for the area is also underway.

Photo by Lucy Ware

No. 4 MEMBERSHIP CARD

This is to certify that

Mrs. Geraldine(Mae) Witte

is a member in good standing and entitled to all rights and privileges of the

OZELLO CIVIC CLUB

DIVISION OF OZELLO, INC.

Thelma E. Deugaw
Secretary

ter.

Robert Fallin, district commercial manager for Florida Telephone Corp., had been invited to discuss the possibility of telephone service to the area. He told the group a minimum of 25 subscribers would be necessary to put a line in the area. He said all the Ozello area would be included in the plan. He estimated the cost of supplying 25 homes at approximately $50,000.

Three additional requests for telephones came in at the meeting, bringing the total to 14 last night.

Foremost among those who wanted the several necessary things for the community were Witte and Deugaw. Those arguing for water only at this time were Joe Cournoyer, Hal Bennett and Bennie Richard.

After much discussion, Richard finally offered a motion that settled the issue. He suggested the group follow the

letting the rest of this booming West Coast area get too far ahead of them.

The first grocery store opened here this week in the midst of the up and coming developments throughout the area.

Virgil L. Roberts, a widower and a native Floridian, came down to Ozello last February on a visit and liked the place so well that he bought five lots before he returned to his fish house at Suwannee.

He moved down right away because, as he says, "I liked Ozello and the people who live here".

scale business with his grocery and tackle shop. He is also putting in a Citco Service Station, another first for Ozello. The service station is expected to be in operation this week.

Roberts has a married daughter and five grandchildren in Texas, but lives alone.

He has employed Mrs. Eunice Roll, an Ozello resident for the past five years to help out in the store.

SITE # CI02202

November 25, 1965

Ozello, Inc., Begins Clubhouse Construction

Members of the Ozello Civic Club, formed only three weeks ago, gathered Saturday morning for the formal ground-breaking ceremonies which initiates construction on a club-house for the group. Ceremonies were held on the club house site, near the intersection of the Ozello Road and the road to the Florida State Way-side Park near the St. Martin's River.

The Civic Club and club-house, a five year old dream of developer P.N. Waterman, was given birth just three weeks ago by twenty-five residents of the area. Their immediate objectives, as explained by Club president, is the construction of the clubhouse. which will serve as a recreation center for the community, the acquisition of fire fighting equipment, the establishment of regular religious services in the area, and the promoting of telephone services.

The club is actually a sub-organization of Ozello, Inc., ex-plained Mrs. Thelma Deugaw, secretary of the organization. It will be through Ozello, Inc. that much of the municipal development of the area will occur.

President of the organiza-tion is E.E. Screws who served as master of ceremonies Satur-day morning. Screws told his audience of nearly fifty that the club's membership has already swelled to 37, and it is hoped that this figure can be tripled in short order.

Eventually, Waterman told the Chronicle the residents of the area hope to form a water district and with its loan from the Federal Government: con-struct a pipeline to bring fresh water to the area from the near-est source about five and a half miles away. While residents of the area make use of surface water for their gen-eral water needs, drinking water must either be boiled or shipped into the area, since groundwater and the river are often found to be brackish caused by intrusion from the nearby Gulf of Mexico.

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It was Waterman who gave Ozello, Inc., the 150 by 400 ft. lot on which the clubhouse will be built. Waterman serves on the board of directors of the organization.

Joining the members of the club at the groundbreaking cere-monies wer e Citrus County Clerk of the Circuit Court Francis (Cowboy) Williams, county commission chairman Clyde Byrd, Crystal River Mayor Leonard Damron, Suncoast Springs Chamber of Commerce president Robert Hyde, the Chamber's secretary-manager Robert Stricklin, and Chamber board member E.E. (Pappy) Schatz.

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Then beneath the early morn-ing sun in the contradictory set-ting of giant moss draped oaks, cabbage palms and the sawgrass flats of the Gulf of Mexico, Waterman turned the first shovelful of dirt and it became apparent that a new and dynamic community in growing Citrus County was taking form.

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Officers of Ozello, Inc., in addition to Screws are L.A. Deugaw, vice president and Mrs. Thelma Deugaw who serves as secretary and treasurer.

Board members are, in addi-tion to Waterman, Mr. and Mrs. Louis Witte, Mr. and Mrs. Bill Revels, and Mrs. E.E. Screws.

— November 25, 1965

SWAMP CABBAGE

The Ozello Civic Club, a ivision of Ozello, Inc., are hav-ng their benefit fish fry, begin-ing at 11 a.m. Saturday, at the ite of the clubhouse on the 'ezello road. The menu includes ush puppies, swamp cabbage, nd white and yellow roe. The ublic is most welcome.

* * * * *

Dec. 2, 1965

Because this writer was at the Ozello Civic Club first Fish Fry from mid-morning until late afternoon many of the news items are derived from talking with lots of strangers. Many of them had their first taste of roe and swamp cabbage. Thanks go to all the members who helped make the Fry a success.

* * * * *

Fish Fry . Nov. 25, 1965

Fish fries, chili dinners, and barbecues are practically a dime a dozen as civic fund-raising projects in Citrus County. Sometimes, however, along comes one that is so uni-quely different it's worth raving about.

The Ozello Civic Club kicks off their fund-raising program with a fish fry Saturday, with serving to begin at 11 a.m. The proceeds from the dollar dona-tion will go towards the pur-chase of materials for the civic club house which is now under construction.

It's the side dish menu that sets the Ozello fish fry apart from the othes. It includes, among the regulars, swamp cabbage and white and yellow roe. These are native deli-cacies of a unique and delight-ful variety.

On the other hand, the Chas-sahowitzka Volunteer Fire Dep-artment as well knows the sec-ret of introducing something unusual to the traditional fund-raising fish fry. Come Decem-ber 4th, from 5 to 7:30 p.m., the department will hold their holiday fish and crab fry at Hamp-ton's Fish Camp, according to department trustee S.M. Jimi-son.

OZELLO CIVIC CLUB

FISH FRY

Saturday, November 27

Starting at 11:00 a. m.

Fish, Hush Puppies, Swamp Cabbage

White & Yellow Roe

End of pavement on SR 494 Ozello Donation $1.00

What's New?

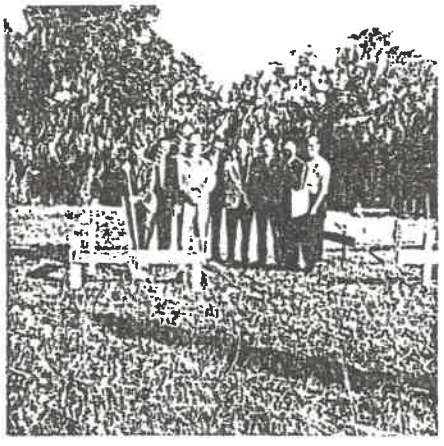
Secretary of State Tom Adams has announced the chartering of the follow-ing corporation(s):

Ozello, Inc., Crystal River, Florida (Citrus County). Filed November 5, 1965, by Wallace Dunn, Esquire, Ocala. Purpose: to promote community development. Sub-scribers: Paul M. Water-man, Route One, Box 181; Mary I. Waterman, Route One, Box 181; Louis E. Witte, Route One, Box 109; all of Crystal River, Florida.

WALLACE DUNN

ATTORNEY AT LAW
TELEPHONE 622-3124

LEGAL CENTER - 15 N. PINE ST.
SUITE 202
OCALA, FLORIDA



CIVIC CLUB

1965

[redacted] Site # CI02202 [redacted]

Oct 20-66

Board Chairman P. M. Waterman, of the Ozello Water Company announces that the contract was let for Engineering Services to draw up final construction plans, and proceed with an approved water system for the Ozello area.

11-3-66 **Ozello News**

By Mae Witte:

Ozello was not forgotten as far as the County Road Dept. was concerned. They improved the roads 100% in our area and did a beautiful job of grading and rolling them. So our thanks go to the ones deserving credit and all their workmen.

The Ozello Civic Club will have another rummage sale in Nov. to raise money for windows, etc.

We need everyones help, so please bring any items to Lois Klingensmith or Mae Witte, you may also take them to the general meeting of the Civic Club on Nov. 12.

When the voting polls open this election day, Nov. 8, 1966 it will be making Ozello history. We will have a proper place to vote at last for this precinct. The voting will now be at the new Ozello Civic Club, which will no doubt be the permanent polling place for precinct 4 for some years to come.

Oct. 10-66

The Ozello Civic Club building had its first event at 7 A.M. when the voting polls opened for precinct #4. Previous to this time voting had been in the different homes.

Mr. John Brown stated, "The first voting was held many years ago at an old Trading Post located approximately between the Lambert's home and the Rhimes, and that precinct #4 is one of the oldest precincts in Citrus county."

Reminder - - please bring all items; clothing, building materials, appliances, etc. for the rummage sale to Lois or Mae. The rummage sale will be held Nov. 17, 18, and 19 at the Ozello Civic Club building.

The first annual meeting of the Ozello Civic Club will be held Nov. 12, at 2:30 P.M. at the Club Building. Please bring your own chair.

Ozello News

by Mae Witte Oct 27-66

Oct 27-66

Louis Witte, chairman of the building committee for the Civic Club reports the cement block partitions are being laid, some of the doors have been installed and the front entrance is in the process of being completed.

Rusty Klingensmith, prop. of Ozello Electric has now started to do the electrical work which he is donating.

There will be a meeting of the Ozello Civic Club board members Sat. Nov. 5. A general meeting of the Ozello Civic Club will be held Sat. Nov. 12 at 2:30 P.M. at the Club Building.

Well, what do you know? They are laying the cable for the telephones, but I hear it will be approximately 3 months before the phones will be in operation. Oct. 27-66

Ozella Inc., Rt. 1
Crystal River, Florida
October 20, 1966

Dear Member: Mr. Louis & Mrs. Mae Witte

The first annual meeting of Ozella Inc., will be held November 12, 1966 at 2:30 P. M. at the Club Building for the purpose of electing six new board members.

Due to our membership being scattered it was virtually impossible for our president to appoint a nominating committee, therefore it is imperative that all members make a special effort to attend this meeting as all nominations will be made from the floor.

As you know our organization has come a long way in this past year and accomplished a lot and in order to continue this good work and push forward we must have a good representation present in order to elect board members who are capable and will continue this effort.

Membership fees are due November 15, 1966, but would be appreciated at this annual meeting.

Will the ladies bring 3 or 4 cupcakes or cookies' - Coffee will be furnished.

See you there-

Respectfully yours,

Thelma E. Deugaw

(Mrs.) Thelma E. Deugaw
Secretary & Treasurer
P. O. Box 431
Inverness, Florida

Florida Site # CI02202

Home Parcel Search

Summary
Legal
Land & Agriculture
Residential
Commercial
Misc Improvements
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Altkey: 1011558
OZELLO CIVIC ASSOCIATION INC

Parcel ID: 16E19S15 11000 0190
14095 W OZELLO TRL , CRYSTAL RIVER

1 of 2
Return to Search Results
My Tax Year: 2026

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	7700 - CLB/LDG/UN HALL
Bldg Counts	Res 1 / MH 0 / Comm 0
Nbhd	0094 - HWY 490 OZELLO TRL W OF HWY 19
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	003606 - UNREC TRACTS IN 15-19S-16E
Short Legal	BEG AT PT IN N LN FOUND BY MEAS N 89 DEG 57M 44S W AL N LN371.42 FT FROM NE COR, TH FROM POB S 9 DEG 31M 16S W 414.26FT TO N R/W LN OF SR 494 BEING 50 FT N & PERP TO CTRLN OF
Est. Parcel Sqft	50,271
Est. Parcel Acres	1.15
Map SC-TW-RG	15-19S-16E
Recording Activity Notification (RAN) system	WORRIED ABOUT PROPERTY FRAUD?

Mailing Address

Name	OZELLO CIVIC ASSOCIATION INC
Mailing Address	14095 W OZELLO TRL CRYSTAL RIVER FL 34429 5163

All Owners

Name	Owner Type
OZELLO CIVIC ASSOCIATION INC	CO - Corporation

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Cap Savings	Tax Estimate	Tax Link
2025	$12,750	$84,950	$97,700	$88,898	$88,898	$0	$0	$27.00	Link
2024	$12,750	$87,690	$100,440	$80,816	$80,816	$0	$0	$27.00	Link

Tax Estimate upon sale of the property (no assessment capping or exemptions)

Year	Tax Dist	District Name	Market Value	Millage Rate	Tax Estimate
2025	0000	COASTAL RIVERS BASIN	$97,700	14.8298	$1,475.87

Buyer Beware!

Property taxes may be affected with change in ownership. When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our tax estimator to approximate your new property taxes. Homestead exemptions and agricultural classifications are not transferable to the new owner. You must apply for your own exemptions and agricultural classifications.

Special Assessments

Project #	Description	Amount
0030	SOLID WASTE, RESID IMPRVD	$27.00

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
07/01/1999	$100	1316/0321	01-CORRECTIVE/QC/TD/COT	I

DISCLAIMER

Sales do not generally appear in database until approximately 8 to 10 weeks after the recording date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
08/07/2012	201205743	REROOF COMMERICAL CIVIC CENTER * REMOVE & REPLACE	$6,690	

02/23/2009	200901194	REROOF / REMOVE & REPLC ROOF PANELS ON EXISTING PA	$2,200

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	7708-CLUBS/LODGES NON WATERFRONT	U-UNIT	1.00	90.0	98				CLRMH

Residential

Bldg Number	1
Class	R1 - RESIDENTIAL SINGLE FAMILY
Year Built	1970
Total FLA	1,734
Total Under Roof	1,860
Exterior Wall	24 - CONCRETE BLOCK PAINTED
Foundation	3 - CONT. FOOTING-AVG.
HVAC	001 - NONE
Stories	1
Floor System	01 - CONC. SLAB
Roof Frame	02 - HIP
Roof Cover	09 - CUSTOM FIBERGLASS
Fuel	1 - ELECTRIC
Bedrooms/Full Baths/Half Baths	/2/
Addl Fixtures	
FPL: Stacks/Openings	/
RCN	
RCNLD	

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BULDING	1970	1,734
1	OPEN PORCH FIN	1970	42
1	OPEN PORCH FIN	1970	84

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	OPEN POLE AVERAGE QUALITY	2007	18	82	1	1,476	

Total Misc Value

Data Copyright Citrus County Florida
Last Updated: 06/Jan/2026
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Summary
Legal
Land & Agriculture
Residential
Commercial
Misc Improvements
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Altkey: 3481283
OZELLO CIVIC ASSOCIATION INC

Parcel ID: 16E19S15 11000 0191
14095 W OZELLO TRL , CRYSTAL RIVER

2 of 2
Return to Search Results
My Tax Year: 2026

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	1000 - VACANT COMM
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	0094 - HWY 490 OZELLO TRL W OF HWY 19
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	-
Short Legal	BEG AT A PT ON THE N LINE OF SEC 15-19-16 FOUND BYMEASURING N 89D 57M 44S W AL SD N SECT LINE 555.27 FT FROMTHE NE CORN THEREOF TH CONT N 89D 31M 30S W 56.19 FT TH S
Est. Parcel Sqft	5,468
Est. Parcel Acres	.13
Map SC-TW-RG	15-19S-16E
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Mailing Address	14095 W OZELLO TRAIL CRYSTAL RIVER FL 34429

All Owners

Name	Owner Type
OZELLO CIVIC ASSOCIATION INC	CO - Corporation

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Cap Savings	Tax Estimate	Tax Link
2025	$1,970	$0	$1,970	$1,970	$0	$1,970	$0	$55.54	Link
2024	$1,970	$0	$1,970	$1,970	$0	$1,970	$0	$33.29	Link

Tax Estimate upon sale of the property (no assessment capping or exemptions)

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Special Assessments

Project #	Description	Amount
0131	FIRE SERVICES ASSESSMENT	$26.33

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
03/01/2011	$100	2410/0159	27-TO/FROM TSTEES BANKRUPT/EXEC/GUARD	V

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Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	0008-SFR NON-WATERFRONT	S-SQUARE FOOT	5,468.00	.0					CLRMH

Florida
Site # CI02202

Address Lookup

Enter **your address** and we will locate all of the information we know about your address. As you start typing, suggestions will show up. When you locate your address, click it from the list of suggestions.

Address 14095 W OZELLO TRAIL

Clear

Property Summary

Primary Address:	14095 W OZELLO TRL
Street Maintained By:	CITRUS COUNTY BOCC
Road Rating:	7 - POOR (Rated On: 2021-09-23 08:35:08.0)
Parcel ID:	1619150000110000190
Subdivision:	UNREC TRACTS IN 15-19S-16E
Owner:	OZELLO CIVIC ASSOCIATION INC
P.A. AltKey Ref:	1011558 (Click to go to the Property Appraiser's Site) (https://www.citruspa.org/_Web/datalets/datalet.aspx?mode=profileall&UseSearch=no&jur=19&LMparent=20&pin=1011558)
Tax Collector:	1011558 (Click to go to the Tax Collector's Site) (https://citrus.county-taxes.com/public/real_estate/parcels/1011558/bills)
Commissioner District:	1 (Jeff Kinnard)Click to Send Email to jeff.kinnard@citrusbocc.com (mailto:jeff.kinnard@citrusbocc.com)
Voting Precinct:	Click to go to the Supervisor of Election's Site (https://votecitrus.gov/)
Jurisdiction:	UNINCORPORATED CITRUS COUNTY
Parcel/Lot Notes:	
Citrus County GIS:	Click to View Parcel / Lot in an Interactive GIS Map (/map-viewer.html?service=PublicData/GeneralParcel&lotid=1619150000110000190)

School Zones (Must Be Verified by the School Board)

Elementary School:	ROCK CRUSHER ELEMENTARY SCHOOL
Middle School:	CRYSTAL RIVER MIDDLE SCHOOL
High School:	CRYSTAL RIVER HIGH SCHOOL
School Board:	Click to go to the School Board's Site (https://www.citrusschools.org/)

Addresses

PRIMARY	STREET NUMBER	STREET NAME	SUB	CITY	STATE	ZIP	DOCUMENTS
Yes	14095	W OZELLO TRL		CRYSTAL RIVER	FL	34429	

Utilities

Citrus County GIS: Click to View Parcel / Lot in an Interactive GIS Map (/map-viewer.html?service=PublicData/GeneralParcel&lotid=1619150000110000190)

Census Data - Tract 4505.00 -- Choose a Category --

SOURCE	DESCRIPTION	VALUE

Future Land Use

LAND USE	DESCRIPTION	COMMENTS
CL	LOW INTENSITY COASTAL LAKES	

** Click and Select Chapter 10 of the Comprehensive Plan for Future Land Use Districts / Definitions **
(https://www.citrusbocc.com/departments/growth_management/land_development_division/comprehensive_plan/index.php)

Current Zoning

ZONING	DESCRIPTION	COMMENTS
CLR MH	COASTL/LAKES RESDNTL-MH ALLWED	

** Click and Select Chapter 2 of the LDC for Land Use Districts / Definitions **
(https://www.citrusbocc.com/departments/growth_management/land_development_division/land_development_code/index.php)

Building Permits

APP NO	PROJ. NAME	APP TYPE	ISSUE DATE	VALUE	STATUS	DOCUMENTS
200801498 (https://apps.citrusbocc.com/permitsearch/detail.xhtml?apno=200801498)		ELECTRICAL TYPE PERMITS	Feb 22 2008 2:34PM	3673.00	Closed	CONTRACT (/grcpdata/rest/document/CitrusBLDG/10235315/pdf)CO (/grcpdata/rest/document/CitrusBLDG/10235316/pdf)WC COMPENSATION (/grcpdata/rest/document/CitrusBLDG/10235317/pdf)
200901194 (https://apps.citrusbocc.com/permitsearch/detail.xhtml?apno=200901194)		ROOF TYPE PERMITS	Feb 23 2009 12:40PM	2200.00	Closed	PRODUCT APPROVAL INFORMATION (/grcpdata/rest/document/CitrusBLDG/10276907/pdf)
201205743 (https://apps.citrusbocc.com/permitsearch/detail.xhtml?apno=201205743)		ROOF TYPE PERMITS	Aug 7 2012 10:41AM	6690.00	Closed	PRODUCT APPROVAL INFORMATION (/grcpdata/rest/document/CitrusBLDG/10680145/pdf)

Use Applications (Land Use, Zoning)

APP NO	APP TYPE	APP DATE	STATUS	COMMENTS


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
USGS
The National Map
US Topo
OZELLO QUADRANGLE
FLORIDA - CITRUS COUNTY
7.5-MINUTE SERIES
Site #CI02202
OZELLO CIVIC
Assoc. Building
= Building Site
T18S R16E
T18S R17E
T19S R16E
T19S R17E
T20S R16E
T20S R17E
Bird Keys
Mangrove Point
Charr Island
Bear Island
Long Point
Green Point
Gnu Marsh Point
The Suncoast Keys
Rock Island
Paradise Island
Ozello
Bird Keys
Saint Martins Keys
Said Key
South Point
Homosassa Point
Pumpkin Key
Dog Island
Greenleaf Key
Shell Island
Coffin Point
Bell Island
Tiger Tail Island
Mullet Key
North Channel
SCALE 1:24 000
Produced by the United States Geological Survey
OZELLO, FL
2021

Site# CI02202

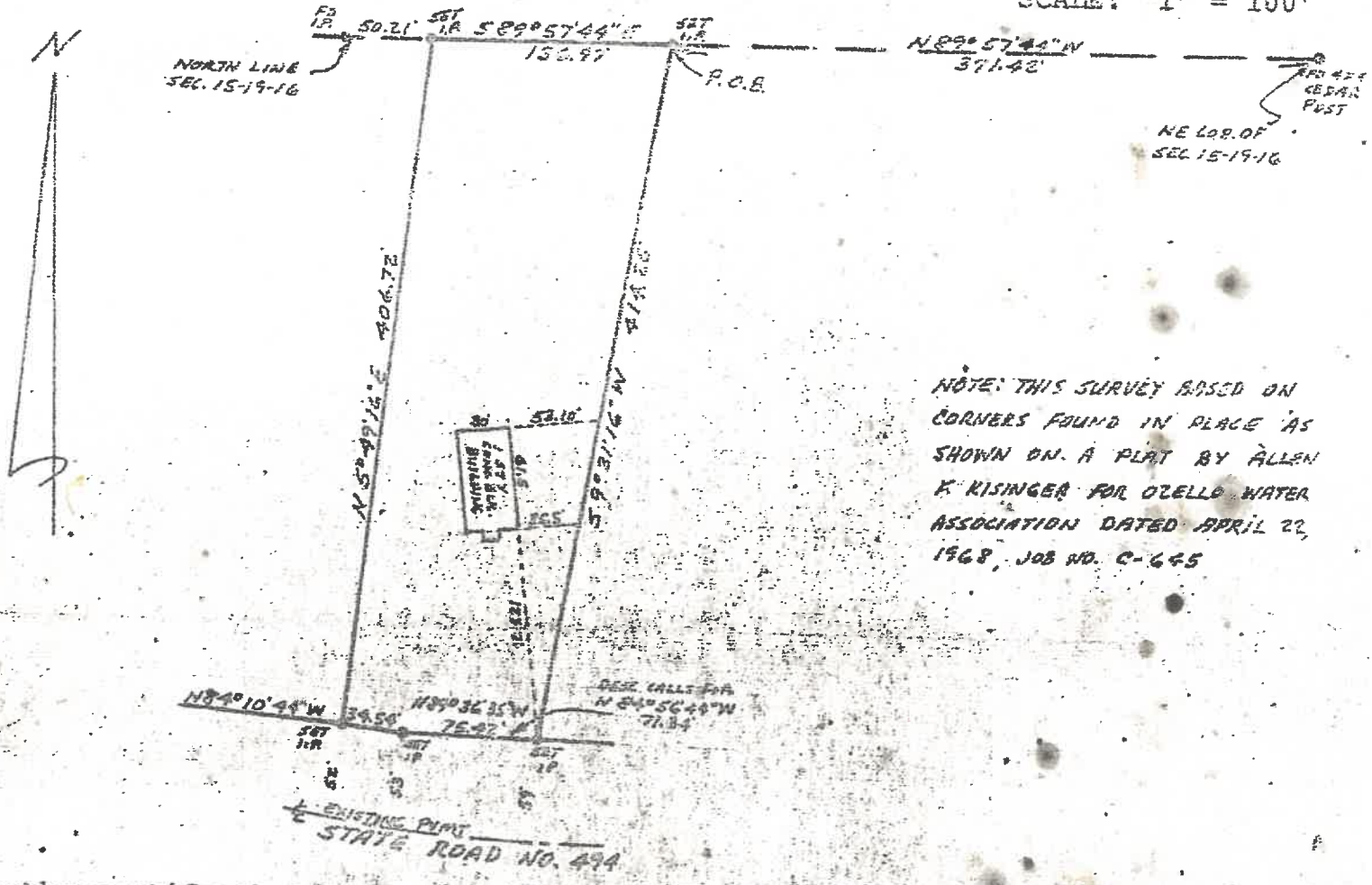
[illegible]

Beginning at a point on the North line of Section 15, Township 19 South, Range 16 East, found by measuring N 89° 57' 44" W along said North Section line 371.42 feet from the NE corner thereof, thence from said beginning point S 5° 31' 16" W 414.2[illegible] feet to the North Right-of-Way line of State Road No. 494 as herein designated, said North Right-of-Way [illegible] 50.0 [illegible] Northerly and perpendicular to the existing centerline of State Road No. 494, [illegible] along the Northerly Right-of-Way line of State Road No. 494, N 89° 57' 44" W [illegible] feet, thence N 84° 10' 44" W along the North Right-of-Way line of a county road as described in O.R. Book 115, Page 64, Public Records of Citrus County, Florida, a distance of 34.54 feet, thence leaving said County road N 5° 49' 16" E 406.72 feet to the North line of said Section 15, thence along said North Section line S 89° 57' 44" E 136.97 feet to the aforementioned Beginning Point.

HILGER & RAY ENGINEERING ASSOCIATES, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
137 SOUTH HWY 19, CRYSTAL RIVER, FLORIDA.

DATE: June 21, 1974

SCALE: 1" = 100'



NOTE: THIS SURVEY BASED ON CORNERS FOUND IN PLACE AS SHOWN ON A PLAT BY ALLEN K. KISINGER FOR OZELLO WATER ASSOCIATION DATED APRIL 22, 1968, JOB NO. C-645

I hereby certify that the survey was actually made on the ground as per record description and is correct, that there are no encroachments either way across property lines and that the building has been constructed as shown.

Arthur D. Ray

ARTHUR D. RAY
FLA. REG. SURVEYOR NO. 2340

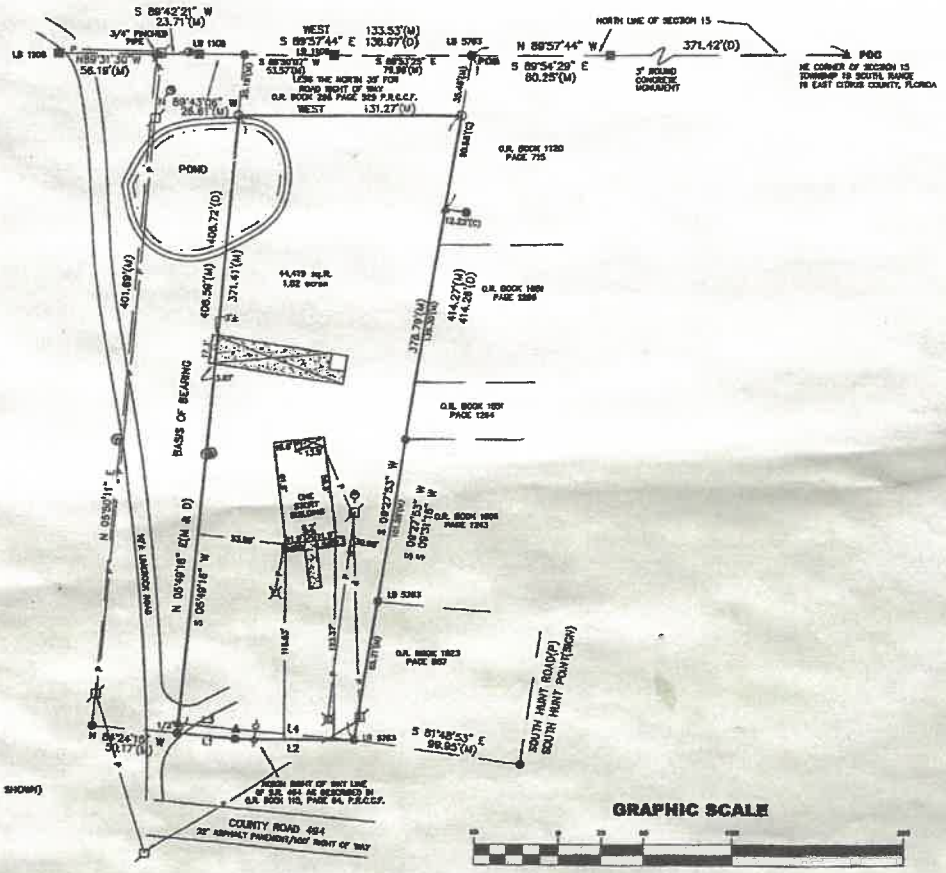
Site # CI o 2202

PLAT OF A BOUNDARY SURVEY

DESCRIPTION

SITUATE AND BEING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 16 EAST, CITRUS COUNTY, FLORIDA AND FURTHER DESCRIBED: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 15, FOUND BY MEASURING N89°57'44"W ALONG SAID NORTH SECTION LINE 371.42 FEET FROM THE N.E. CORNER THEREOF; THENCE FROM SAID BEGINNING POINT S09°31'15"W, 414.26 FEET TO THE NORTH LINE OF RIGHT OF WAY LINE OF S.R. #484 AS HEREIN DESIGNATED, SAID NORTH RIGHT OF WAY LINE BEING 50.00 NORTHERLY AND PERPENDICULAR TO THE EXISTING CENTERLINE OF S.R. #494; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF S.R. #494, N84°58'44"W, 71.34 FEET; THENCE N89°10'44"W, ALONG THE NORTH RIGHT OF WAY LINE OF A COUNTY ROAD AS DESCRIBED IN O.R. BOOK 115, PAGE 64, PUBLIC RECORDS OF SAID CITRUS COUNTY, A DISTANCE OF 34.54 FEET, THENCE LEAVING SAID COUNTY ROAD, N05°49'16"E, 408.72 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE ALONG SAID NORTH SECTION LINE, S89°57'44"E, 138.97 FEET TO THE AFOREMENTIONED BEGINNING POINT. THIS DEED OFFERED TO REPLACE AND CORRECT CERTAIN DEED DATED NOVEMBER 18, 1965 RECORDED IN BOOK 190, PAGE 517.

THE NORTH THIRTY-FIVE FEET OF THE NORTH END OF TRACT DESCRIBED IN CERTAIN DEED DATED JUNE 7th, 1968 FROM FLORIDA WATERMAN, INC. TO OZELLO, INC. AND RECORDED IN O.R. BOOK 231, PAGE 181 OF CITRUS COUNTY, FLORIDA; SAID THIRTY-FIVE FEET RE-CONVEYED HEREIN TO BE USED SOLELY FOR USE AS A PUBLIC STREET OR ROAD ACROSS THE NORTH END OF SAID TRACT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	34.51(M)	N84°58'44"W(M)
L2	71.34(M)	N84°58'44"W(M)
L3	34.54(D)	N89°10'44"W(D)
L4	71.34(D)	N84°58'44"W(D)

LEGEND

- □ : SET 4" x 4" CONCRETE MONUMENT LB 7008
- ■ : FOUND 4" x 4" CONCRETE MONUMENT (PLAIN UNLESS OTHERWISE SHOWN)
- ⊕ : FOUND 5/8" IRON ROD (PLAIN UNLESS OTHERWISE SHOWN)
- ⊙ : FOUND 1" IRON PIPE (PLAIN)
- ○ : SET 5/8" IRON ROD & CAP LB 7008
- △ : DESCRIPTIVE POINT
- WM : WATER METER/WELL
- WV : WATER VALVE
- CATV : CABLE TELEVISION BOX
- ● : TELEPHONE JUNCTION BOX
- ● : ELECTRIC OUTLET
- : FENCE
- : POWER LINE
- : POWER POLE
- : ELECTRICAL TRANSFORMER
- (P) : DIMENSION DERIVED FROM PLAT INFORMATION
- (D) : DIMENSION DERIVED FROM DESCRIPTION INFORMATION
- (M) : DIMENSION DERIVED FROM FIELD MEASURED INFORMATION
- (C) : COMPUTED DATA
- L1 : LINE NUMBER
- C1 : CURVE NUMBER
- EP : EDGE OF PAVEMENT
- P.C. : POINT OF CURVATURE
- P.T. : POINT OF TANGENCY
- PLS : PROFESSIONAL LAND SURVEYOR
- ℄ : CENTERLINE
- OR : OFFICIAL RECORD BOOK
- P : PAGE
- PRCCF : PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
- PCP : PERMANENT CONTROL POINT
- PRM : PERMANENT REFERENCE MONUMENT
- POC : POINT OF COMMENCEMENT
- POB : POINT OF BEGINNING
- LB : LICENSED BUSINESS
- Sec : SECTION
- Twp : TOWNSHIP
- Rge : RANGE
- FB : FIELD BOOK
- : GUY ANCHOR

CERTIFIED TO:

OZELLO CIVIC ASSOCIATION, INC.

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE REPRESENTATION THEREOF.

WILLIAM C. LANIGAN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 3951

SIGNATURE DATE

GRAPHIC SCALE

(IN FEET)
1 inch = 60ft.

NOTES:

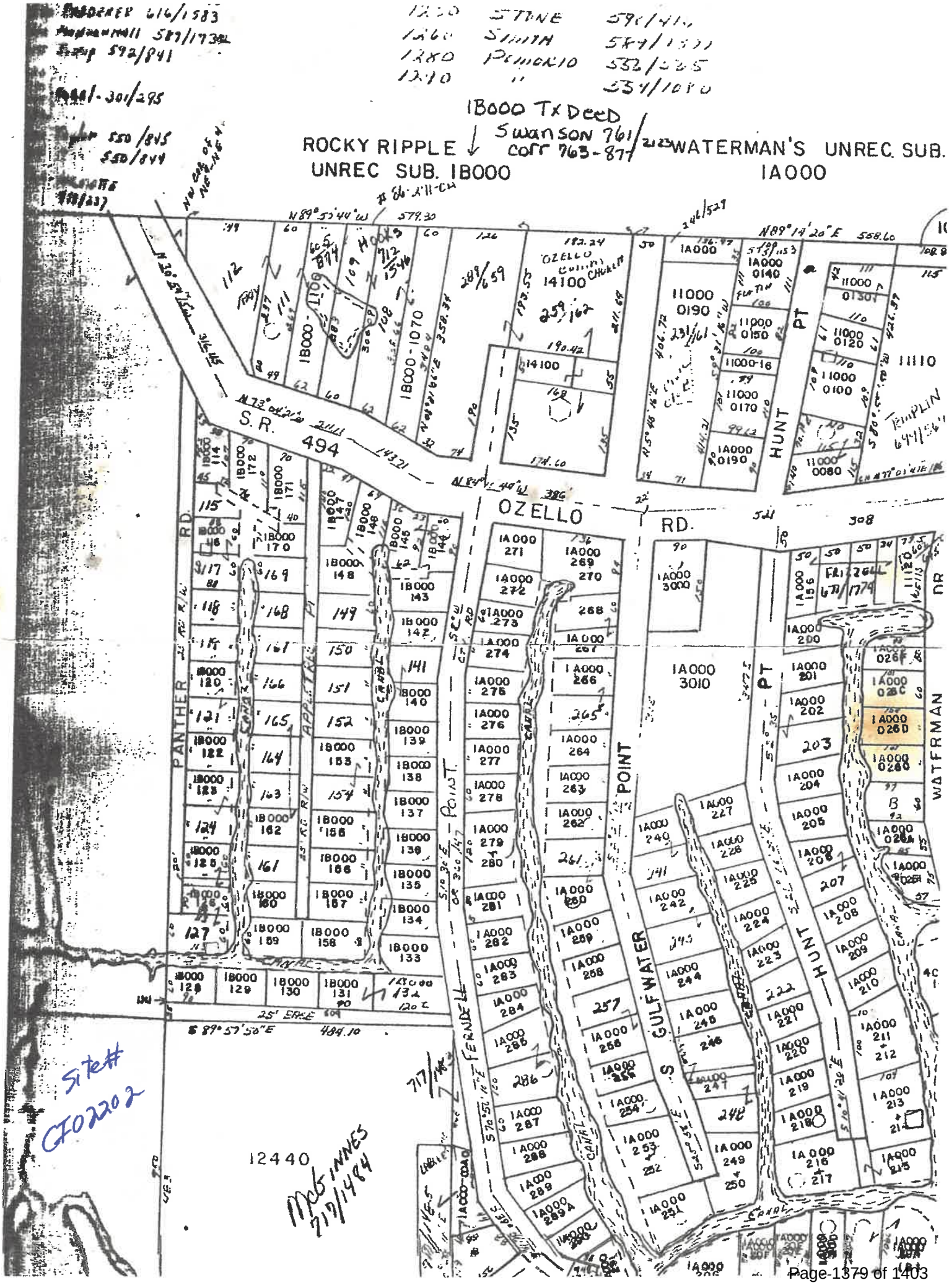
1. BEARINGS SHOWN ARE BASED ON THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED HEREON, HAVING AN ASSUMED BEARING OF N05°49'16"E AS PER DESCRIPTION.
2. THIS SURVEY IS OF VISIBLE SURFACE FEATURES ONLY. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
3. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHTS OF WAY, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
4. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE A11 (EL=12') ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120063 0200 C DATED NOVEMBER 6, 1998. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION.

NATURE COAST LAND SURVEYING, INC.
WILLIAM C. LANIGAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 3951

Date of Survey: 12/12/06	Sec. 15	Twp. 19 S	Rge. 16 E	Job No. 62382	File
LB 7008	Scale: 1"= 50'			Drawn By: LWC	FB 385 Page 40

1907 HIGHWAY 44 WEST, INVERNESS, FLORIDA 34453
TELEPHONE 352-860-2525 FAX 352-860-2650

G:\Land Projects R2\62382\dwg\62382.dwg, 1/5/2007 8:39:45 AM


ROCKY RIPPLE
UNREC SUB. 1B000
WATERMAN'S UNREC. SUB.
1A000
1B000 Tx Deed
Swanson 761/2123
Corr 763-877
S.R. 494
OZELLO RD.
PANTHER RD.
HUNT PT
GULFWATER POINT
WATERMAN DR
FERNDELL POINT
APPLETREE PT
CANAL
25' EASE
12440
McGINNES 717/1484
Site# CF02202

Site # CIO 2202

QUIT CLAIM DEED — RANCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:
Name: Donald M. Rippey

Address: 578 N. Lake Circle
Crystal River, Florida 34429

Property Appraiser Parcel Identification

Folio Number(s): 1011558

Grantor(s) S.S. #(s)

24-Rec

FILED & RECORDED
CITRUS COUNTY Florida
BETTY STRIFLER, CLERK

1083253

VERIFIED BY: KN D.C.

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, *Executed the* 15th *day of* July, *19*99, *by* Ozello Civic Association, Inc., a Fl. Corp'n., f/k/a Ozello, Inc. *first party, to* Ozello Civic Association, Inc. (Ozello Civic Association, Inc.) *whose post office address is* 14095 W. Ozello Trail, Crystal River, Fl. 34429 *second party.*

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the first party, for and in consideration of the sum of $* 0 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Citrus *, State of* Florida *, to-wit:*

See Exhibits "A" and "B", both of which are attached hereto and made a part hereof.

This deed is being recorded solely to correct the name of the owner. No consideration has been paid for this transaction.

To Have and to Hold *The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *the said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of:

Erwin A. Sexton
Witness Signature (as to first Grantor)
ERWIN A. SEXTON
Printed Name

F. Bryan Pepper
Witness Signature (as to first Grantor)
F. BRYAN PEPPER
Printed Name

Carl A. Benson
Grantor Signature — L.S.
CARL A. BENSON
Printed Name
1517 S. FISHCREEK Pt. Crystal River Fl 34429
Post Office Address

Witness Signature (as to Co-Grantor, if any)
Printed Name
Witness Signature (as to Co-Grantor, if any)
Printed Name

Co-Grantor Signature, (if any) — L.S.
Printed Name
Post Office Address

STATE OF Florida)
COUNTY OF Citrus)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared CARL A. BENSON known to me to be the person AS described in and who executed the foregoing instrument, who acknowledged before me that HE executed the same, and an oath was not taken. (Check one:) ☒ Said person(s) is/are personally known to me. ☐ Said person(s) provided the following type of identification: PERSONALLY KNOWN.

NOTARY RUBBER STAMP SEAL

OFFICIAL NOTARY SEAL
MARJORIE A CUNNINGHAM
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC606213
MY COMMISSION EXP. DEC. 18,2000

Witness my hand and official seal in the County and State last aforesaid this 15th day of July, A.D. 1999

Marjorie A. Cunningham
Notary Signature
MARJORIE A. CUNNINGHAM
Printed Name

1999 JL 19 PM 3:18

BK 1316 PG 0321

EXHIBIT "A", p. 2

BOOK 231 PAGE 162

State of FLORIDA

County of CITRUS

I HEREBY CERTIFY, That on this 7th day of June, A. D. 19 68 before me personally appeared P.N. Waterman and Mary I. Waterman, respectively President and Secretary of FLORIDA WATERMAN, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to OZELLO, INC. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Crystal River in the County of Citrus and State of Florida the day and year last aforesaid.

(Seal)

Notary Public, State of Florida at Large
My Commission Expires May 18, 1972
Bonded by Ammons Fire & Casualty Co.

NOTARY PUBLIC

BK 1316 PG 0323

1999 JL 19 PM 3:18

FORM R.E.-J.N.—Franklin Pub. Co., Tampa, Fla.

CORRECTED

Warranty Deed

FROM CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

FILED & RECORDED
CITRUS COUNTY FLORIDA
RAYMOND NOIERMAN, CLERK

'99 JUL 8 AM 8 45

BOOK 231 PAGE 162

(Continued from face side)
said real property shall be conveyed to such municipal corporation. (3) In the event of the corporate dissolution of the within named Grantee before a conveyance as required in paragraph (2) above, the aforesaid land shall be re-conveyed to the within named Grantor or its successors or assigns.

EXHIBIT "B", P. 1 OF 2

WARRANTY DEED
Plain Corporation

FORM 2.2-15

Printed and For Sale by Franklin Printing Co.
Tampa, Florida

BOOK 246 PAGE 529

This Indenture, Made this 22nd day of April, A. D. 1969, BETWEEN OSELLO, INC. a non-profit corporation, existing under the laws of the State of Florida, having its principal place of business in the County of Citrus and State of Florida party of the first part, and FLORIDA WATERMAN, INC. a domestic Florida corporation of the County of Citrus and State of Florida part Y of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of One dollar - - - - - - - - - - - - - - - Dollars, to it in hand paid, the receipt whereof in hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto said part Y of the second part, and assigns forever, all that certain parcel of land lying and being in the County of Citrus and State of Florida, more particularly described as follows:

The north thirty-five feet of the north end of tract described in the certain deed dated June 7th,1968 from FLORIDA WATERMAN,INC. to OSELLO, INC. and recorded in Book 251 page 161 of Citrus County,Florida; said thirty-five feet re-conveyed herein to be used solely for use as a public street or road across the north end of said tract.

STATE OF FLORIDA
DOCUMENTARY
DUE TAX
$.55

Prepared by FLORIDA WATERMAN,INC. Surveyor:Allen Kisinger.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said part Y of the second part that it is lawfully seized of the said premises; that they are free of all encumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its president, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

OSELLO, INC.

Attest: Herman H. Hunt
Herman H. Hunt

By F.M. Waterman
F.M. Waterman President.

Signed, Sealed and Delivered in Our Presence:

Ethel L. Brannen

Mary J. Waterman

BOOK 246 PAGE 529

BK 1316 PG 0324

1999 JL 19 PM 3:18

TO BE ENTERED COPY
BETTY STRIFLER
CLERK OF COUNTY COURT

BY: [signature] D.C.

This 18th day of June A.D. 1998

EXHIBIT "B", p. 2.

State of FLORIDA
County of CITRUS

BOOK 246 PAGE 530

I HEREBY CERTIFY, That on this 22nd day of April, A. D. 19[illegible], before me personally appeared [illegible] P.E. [illegible] and [illegible], respectively President and Secretary of OSHILLO INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to FLORIDA [illegible], INC. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Crystal River in the County of Citrus and State of Florida the day and year last aforesaid.

Notary Public, State of Florida at Large
My Commission Expires Dec. 18, [illegible]
Bonded by Atlantic Fire & Casualty Co.

FORM R.E.-1[illegible]—Franklin Pkg. Co., Tampa, Fla.

Warranty Deed
FROM CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

FILED & RECORDED
CITRUS COUNTY FLORIDA
WALT CONNORS, CLERK
'89 MAY 19 AM 10 18

FILED 063840

BOOK 246 PAGE 530

1999 JL 19 PM 3:18

BK 1316 PG 0325

Printed and For Sale by Franklin Printing Co. Tampa, Florida

This Indenture, Made this 18th day of November, A. D. 19 65
BETWEEN Florida Waterman, Inc., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Citrus and State of Florida party of the first part, and Ozello, Inc, a non-profit corporation organized and existing under the laws of the State of Florida of the County of Citrus and State of Florida party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable ~~Dollars~~ considerations, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto said party of the second part, and its successors ~~heirs~~ and assigns forever, all that certain parcel of land lying and being in the County of Citrus and State of Florida, more particularly described as follows: Commence at the N.E. corner of Section 15, Township 19 S, Range 16 E, thence South 35 feet, thence N. 89° 29' W. 226.5 feet, thence S. 10° W. 395.34 feet, thence along the South right-of-way of State Road No. 494 150 feet to place of beginning; thence continue along said right-of-way 100 feet; thence N. 10° E. to Section 15 line, thence East along said section line to a point which is 376.5 feet West from the N. E. corner of Section 15, thence S. 10° W. to second place of beginning.

Subject to the following ~~restriction~~ and conditions which may be enforced by injunctive relief: (1) No beverages containing any alcoholic content whatsoever may be sold or dispensed upon the above described real property. (2) In the event a municipal corporation is formed encompassing the aforesaid described real property, said real property shall be conveyed to such municipal corporation. (Third condition is on the other side)

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all encumbrances, and that it has good right and lawful authority to sell the same: and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its president, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

FLORIDA WATERMAN, INC.

Attest: Mary L. Waterman

By P. M. Waterman
P. M. Waterman, President.

Signed, Sealed and Delivered in Our Presence:

Thelma E. Duggan

Brenda Buckner



State of FLORIDA
County of CITRUS

I HEREBY CERTIFY, That on this 18th day of November, A. D. 1965 before me personally appeared P. M. Waterman and Mary I. Waterman and ; respectively President and Secretary of Florida Waterman, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to Ozello, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Crystal River in the County of Citrus and State of Florida the day and year last aforesaid.

Brenda J. Hendrix (Seal)
Notary Public, State of Florida at Large
My Commission Expires April 25, 1967
Bonded by American Surety Co. of N. Y.

Continued from first page: (3) In the event of the corporate dissolution of the within named Grantee before a conveyance as required in paragraph (2) above, the aforesaid land shall be reconveyed to the within named Grantor or its successors or assigns.

FORM R.E. -1¾—Franklin Ptg. Co., Tampa, Fla.

Warranty Deed
FROM CORPORATION

OZELLO, INC.
TO

Date November 18, 1965

ABSTRACT OF DESCRIPTION
Helen E. Kenyon
Lt 1 Box 107A
C.P.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
FRANCIS W. WILLIAMS,
CLERK
'65 NOV 23 PM 3 29

FILE NO. 039286

WARRANTY DEED
FROM CORPORATION

FORM R. E.-1¾

Printed and For Sale by Franklin Printing Co.
Tampa, Florida

(THIS IS A CORRECTED DEED)

BOOK 231 PAGE 161

This Indenture, Made this 7th day of June, A. D. 1968, BETWEEN FLORIDA WATERMAN, INC, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Citrus and State of Florida party of the first part, and Ozello, Inc. a non-profit civic corporation of the County of Citrus and State of Florida part Y of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of One dollar and other consideration Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto said part Y of the second part, and its ~~heirs and~~ assigns forever, all that certain parcel of land lying and being in the County of Citrus and State of Florida, more particularly described as follows: Situate and being in Section 15, Township 19 South, Range 16 East, Citrus County, Florida and further described: Beginning at a point in the north line of Said Section 15, found by measuring North 89°-57'-44" West along said North section line 371.42 feet from the N.E. corner thereof; thence from said beginning point South 9°-31'-16" West, 414.26 feet to the North right of way line of S.R.#494 as herein designated, said north right of way line being 50.0 feet Northerly and perpendicular to the existing center line of S.R. #494; thence along the northerly right of way line of S.R.#494, North 84°-56'-44" West, 71.34 feet; thence North 84°-10'-44" West, along the north right of way line of a county road as described in O.R. Book 115 Page 64, public records of said Citrus County, a distance of 34.54 feet; thence leaving said County road, North 5°-49'-16" East, 406.72 feet to the north line of said Section 15; thence along said north section line, South 89°-57'-44" East, 136.97 feet to the aforementioned beginning point. This Deed offered to replace and correct certain Deed dated Nov. 18, 1965 recorded in Book 190, page 517; and, subject to the following restrictions and conditions which may be enforced by injunctive relief: (1) No beverages containing any alcoholic content whatsoever may be sold or dispensed upon the above described real estate. (2) In the event a municipal corporation is formed encompassing the aforesaid described real property, (continued on reverse side)

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said part Y of the second part that it is lawfully seized of the said premises; that they are free of all encumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its president, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

FLORIDA WATERMAN, INC.

Attest: Mary I. Waterman

By P.M. Waterman
P.M. Waterman President.

Signed, Sealed and Delivered in Our Presence:

BOOK 231 PAGE 161

Prepared by Florida Waterman, Inc. from legal description furnished by Allen Kisinger, Surveyor

BOOK 231 PAGE 162

State of FLORIDA

County of CITRUS

I HEREBY CERTIFY, That on this 7th day of June, A. D. 19 68 before me personally appeared P.M. Waterman and Mary I. Waterman, respectively President and Secretary of FLORIDA WATERMAN, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to OZELLO, INC. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Crystal River in the County of Citrus and State of Florida the day and year last aforesaid.

(Seal)

Notary Public, State of Florida at Large
My Commission Expires

$.55 DOCUMENTARY SURTAX STATE OF FLORIDA

FILED & RECORDED
CITRUS COUNTY FLORIDA
RAYMOND HOERMAN, CLERK

FILE NO. 056529

10 AM 8 45

FORM R.E. -1¾—Franklin Ptg. Co., Tampa, Fla.

CORRECTED

Warranty Deed

FROM CORPORATION

TO

Date

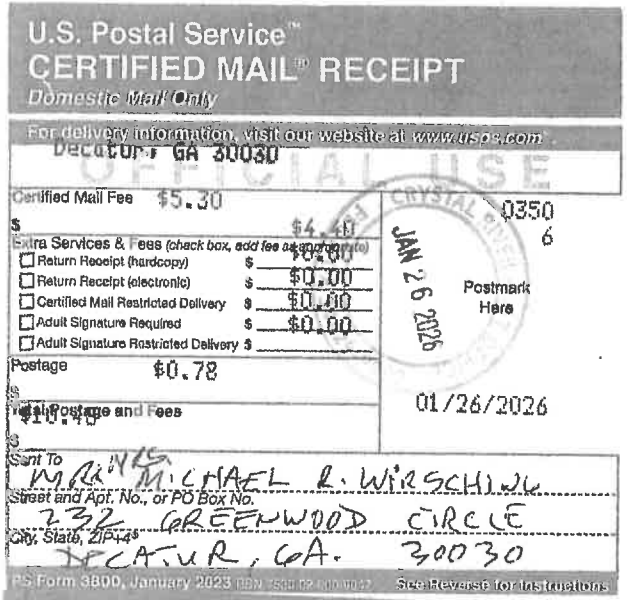
ABSTRACT OF DESCRIPTION

BOOK 231 PAGE 162

(Continued from face side)

said real property shall be conveyed to such municipal corporation.

(3) In the event of the corporate dissolution of the within named Grantee before a conveyance as required in paragraph (2) above, the aforesaid land shall be re-conveyed to the within named Grantor or its successors or assigns.



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☐ Return Receipt (electronic) $0.00
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☐ Adult Signature Restricted Delivery $
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Total Postage and Fees $10.48

0350 6
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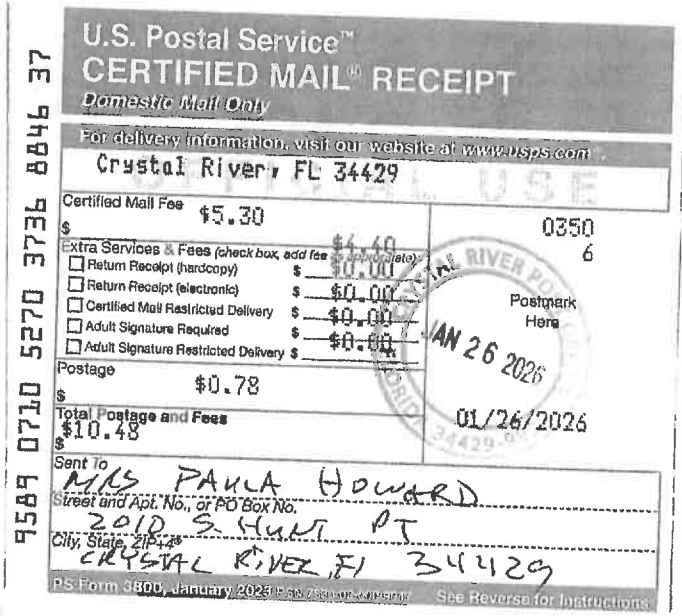
JAN 26 2026
01/26/2026

Sent To MR MICHAEL R. WIRSCHING
Street and Apt. No., or PO Box No. 232 GREENWOOD CIRCLE
City, State, ZIP+4® DECATUR, GA. 30030

PS Form 3800, January 2023 See Reverse for Instructions

9589 0710 5270 3736 8846 51



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Sent To MRS PAULA HOWARD
Street and Apt. No., or PO Box No. 2010 S HUNT PT
City, State, ZIP+4® CRYSTAL RIVER, FL 34429

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☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.78
Total Postage and Fees $10.48

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01/26/2026

Sent To Ozello Islands Church
Street and Apt. No., or PO Box No. 1131 W. Ozello Trail
City, State, ZIP+4® CRYSTAL RIVER, FL 34429

PS Form 3800, January 2023 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery $
Postage $0.78
Total Postage and Fees $10.48

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01/26/2026

Sent To MR. Michael R. WIRSCHING
Street and Apt. No., or PO Box No. 232 GREENWOOD CIRCLE
City, State, ZIP+4® DECATUR, GA 30030

PS Form 3800, January 2023 See Reverse for Instructions

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☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.78
Total Postage and Fees $10.48

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Postmark Here
JAN 26 2026
01/26/2026

Sent To MR THOMAS MUHLEMAN
Street and Apt. No., or PO Box No. 2050S HUNT PT Unit 17
City, State, ZIP+4® CRYSTAL RIVER, FL 34429

PS Form 3800, January 2023 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery $
Postage $0.78
Total Postage and Fees $10.48

0350 6
Postmark Here
JAN 26 2026
01/26/2026

Sent To MR JOHN HOWARD
Street and Apt. No., or PO Box No. 2010 S Hunt Pt.
City, State, ZIP+4® CRYSTAL RIVER, FL 34429

PS Form 3800, January 2023 See Reverse for Instructions

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0900 LEGALS

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR CITRUS COUNTY
CASE NO. 2024-DP-140

IN THE INTEREST OF:
A.M.P. DOB: 5/23/2017,
MINOR CHILD.

NOTICE OF ACTION
TERMINATION OF PARENTAL RIGHTS

TO:
Austin James Perry, address unknown

YOU ARE HEREBY NOTIFIED that the State of Florida, Department of Children and Families, has filed a Petition to terminate your parental rights and permanently commit the following child for adoption: A.M.P born on May 23, 2017. You are hereby **commanded** to appear on **March 16, 2026**, **at 10:30 a.m.**, before the General Magistrate, Keith Schenck at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, FL 34450, Third Floor, Courtroom 3E, for an **ADVISORY HEARING.**

FAILURE TO PERSONALLY APPEAR AT THIS ADVISORY HEARING CONSTITUTES CONSENT TO THE TERMINATION OF PARENTAL RIGHTS OF THIS CHILD (OR CHILDREN). IF YOU FAIL TO APPEAR ON THE DATE AND TIME SPECIFIED, YOU MAY LOSE ALL LEGAL RIGHTS AS A PARENT TO THE CHILD OR CHILDREN NAMED IN THIS NOTICE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450 or (352) 341-6700 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

WITNESS, my hand as Clerk of said Court and the Seal thereof, this 12th day of February 2026.

Traci Perry, Clerk of Court
By:/s/Dorie Melhorn
As Deputy Clerk

Published February 18, 25, March 4, and 11, 2026.

0304 WCRN HRAB HRG 4/6/26

This notice is being sent to all adjacent property owners of record located within 300ft of the property in application, to inform you that property located at 14095 W. Ozello Trail, Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6,2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461

Interested parties may appear at the meeting to be heard regarding the application.
Published March 4, 2026.

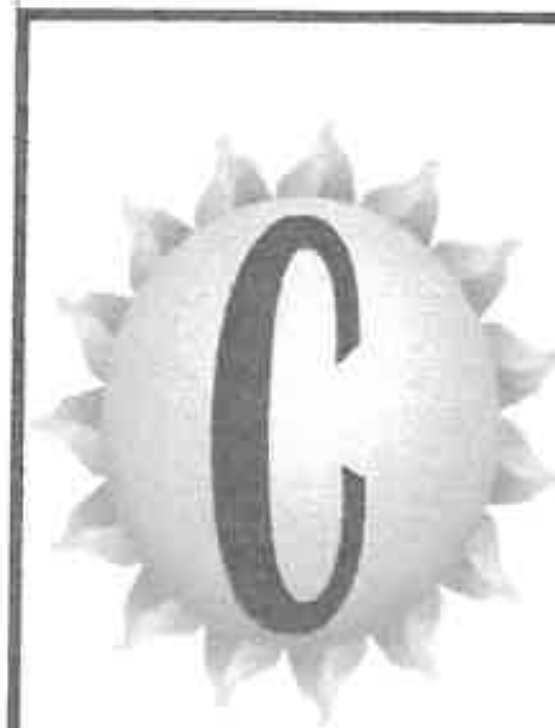
2026 Special Election Notice
Town of Inglis

Qualifying Dates: Feb.19th, 2026, thru March 13th, 2026
Qualifying Times: Monday-Thursday 7:00 am – 5:00 pm
(Fridays Feb. 27th, March 6th& 13th 7:00am until Noon)
Location: Inglis Town Hall
135 Hwy 40 W. Inglis Fl 34449
All persons seeking election shall be a qualified elector and shall be a resident of the Town of Inglis for a period of six (6) months immediately preceding qualifying. The Mayor and Town Commissioners are elected on a nonpartisan basis by a town wide vote. The election shall be held in accordance with the Charter of the Town of Inglis, Florida, and the State of Florida Election Laws
Qualifying fees must be paid by checks drawn on the candidates campaign account
Please contact Cery Logeman, Town Clerk, at 352-447-2203 to schedule an appointment, or for additional information.
Seats Open: Three (3)Commission Seats- Two Year terms
Books Closing: March 30, 2026
Any person wishing to become a registered voter can complete an application form which can be obtained at the Levy County Supervisor of Elections office or online at:
www.registertovoteflorida.gov
Town Election: April 28,2026
Location: Inglis Community Center
137 Hwy 40 West
Inglis Florida 34449

Polls Open. 7:00 am – 7:00 pm

Vote By Mail information: Please contact the Levy County Supervisor of Elections at (352) 486-5163 or visit the website at www.votelevy.gov

Published March 7, 2026.


For Advertising Information!
Call
(352) 563-3269

0900 LEGALS

IN THE CIRCUIT COURT FOR CITRUS COUNTY, FLORIDA, PROBATE DIVISION

File No. 2026 CP 130 A

IN RE: ESTATE OF
ERVIN C. SHARPE, JR.,
Deceased.

NOTICE TO CREDITORS

The administration of the Estate of ERVIN C. SHARPE, JR., Deceased, whose date of death was February 9, 2026, is pending in the Circuit Court for Citrus County, Florida, Probate Division, the address of which is 110 North Apopka Avenue, Inverness, Florida 34450. The names and addresses of the Personal Representative and the Personal Representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF THREE MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

A personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in § 732.16-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under § 732.2211.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 4, 2026.

Attorney for Personal Representative: Personal Representative:
R. Wesley Bradshaw Kaylynn Sharpe Horn
BRADSHAW & MOUNTJOY, P.A. 422 Highland Avenue SW
209 Courthouse Square Lenoir, North Carolina 28645
Inverness, Florida 34450
Telephone (352) 726-1211
FBN: 977845
Published March 4 and 11, 2026.

0100 ANNOUNCEMENTS

I BUY JEWELRY, WATCHES, COINS, GOLD, SILVER, RECORDS, INSTRUMENTS & MORE!
$$ TOP DOLLAR PAID $$
352-454-0068

FOUND
Silver Birthstone Ring
At Dan's Car Wash
2/24/26
352.212.5559
Leave Message

PROTECT YOUR HOME
from pests safely and affordably. Roaches, Bed Bugs, Rodent, Termite, Spiders and other pests. Locally owned and affordable.
Call for a quote or inspection today **1-833-542-1732**
Have zip code of property ready when calling!

Donate your vehicle
to help find missing children and prevent abduction. Fast free pickup, running or not, 24 hr response. No emission test required, maximum tax deduction. Support Find the Children, call: **1-833-546-7050.**

ATTENTION OXYGEN THERAPY USERS!
Discover Oxygen Therapy That Moves with You with Inogen Portable Oxygen Concentrators. FREE information kit. Call **1-833-661-3729**

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A cheaper alternative to high drugstore prices! 50 Pill Special - Only $99! 100% guaranteed.
CALL NOW: **1-877-349-1243**

STOP OVERPAYING FOR HEALTH INSURANCE!
Reduce premiums and out-of-pocket costs while getting the coverage you need! Call now for a competitive free quote.
1-877-351-3442.
Plus... Income based government subsidies are available for those that qualify!

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in as little as ONE DAY! Affordable prices - No payments for 18 months! Lifetime warranty & professional installs. Senior & Military Discounts available
Call: 1-833-754-2465

CASH PAID FOR HIGH-END MEN'S SPORT WATCHES.
Rolex, Breitling, Omega, Patek Philippe, Heuer, Daytona, GMT, Submariner and Speedmaster.
These brands only!
Call for a quote:
1-833-641-0211

We Buy Vintage Guitar's!
Looking for 1920-1980 Gibson, Martin, Fender, Gretsch, Epiphone, Guild, Mosrite, Rickenbacker,Prairie State, D'Angelico, Stromberg,And Gibson Mandolins /Banjos.
These brands only!
Call for a quote:
1-833-641-6789

We Buy Houses for Cash AS-IS!
No repairs.No fuss.
Any condition. Easy process: Call, get cash offer and get paid. Call today for your fair cash offer:
1-321-603-3026

0100 ANNOUNCEMENTS

FREE... FREE...FREE...
Removal of scrap metal a/c, auto's, appliances and dump runs.
352-476-6600

Crystal Oaks Civic Association
hosting annual
Tricky Tray Fundraiser
Saturday March 7th
Doors Open at 11am
Drawing at 1pm

DOOR PRIZES
THEMED BASKETS
(valued at $25 and up)
SPECIALTY TABLES
SHARE the WEALTH DRAWINGS
BOXED LUNCHES $5
25 tickets for $5

Come on out and join us for a fun filled day!!
4958 W Crystal Oaks Dr Lecanto
For more info, call:
352.746.1333
or find us on facebook

Elderly Disabled Marine Corp Veteran Request Part-time Driver Wanted
Retiree w/ good driving record
2022 Toyota Highlander provided w/lift
2 times a week, minimum of 4 hrs at a time
$18.50/hr
FLORAL CITY, FL
(352) 819-6981

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478-376-4559, Greensboro, GA, GAL 2806



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Call or Text Walter
863.517.1986

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"RESERVE EARLY"
Lic./Ins Call Bob 24/7
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HALLIN GLASS
Mention this ad $20 OFF Patio Door Service
• Patio Door Rollers
• Track Repair
• Glass Replacement
• Window Repair
• Entry Door Glass


CALL KEVIN FOR A FREE ESTIMATE
352-344-9002 OR CELL 352-238-6651

0500 MERCHANDISE

TEETER INVERSION TABLE
great for lower back pain and sciatica. like new. located in Pine Ridge. no text please.
$90.00
352-513-3445

SERVICES
SMITTYS APPLIANCE REPAIR
352-564-8179

WHEELBARROW
used, in good condition
$40.00
352.795.3510

0300 PETS

MINI GOLDENDOODLES

When fully grown avg weight is 15-25 lbs. Health certs, 1st set of shots & dewormed. Very well tempered, well socialized and great with families
Located in Beverly Hills. Ready for furever home March 20th
Call or text Kristen
218.251.2855

0700 REAL ESTATE FOR SALE

NEW LISTING HERNANDO
3 BR / 2 BA Dbl wide, real nice and clean. New HVAC in 2024, new roof in 2022. Located on 3 fenced lots. Water treatment equipment and well in enclosed shed. Detached garage and 2 other sheds. MLS 851917.
$169,000,
Call Gary Rouillard, Realtor
352-422-5731

PINE RIDGE
5774 N Lamp Post Drive
3-bd, 2-btn, 1,780sqft
1.0 acres, 2-car garage, In-ground Pool, Fireplace, Septic System
HOA fees are $112 per year
$419,900
Willing to Rent - Call for More Info: 720-772-0106

2 Bed 1.5 Bath Mobile Home
New AC system, new shower, Roof recently sealed, Lanai & shed 55+ community. $390/mo. lot fees (lowest in Citrus)
(979) 248-8579 or (618)691-9961
$25,500 4453 w chipper ln Lecanto, FL 34465

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Office/Retail Space
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Excellent Locations in a Shopping Center.
Immediate Occupancy.

Call Shaan Singh
Palmwood Realty
352-597-2500

www.Palmwood commercial.com

0700 REAL ESTATE FOR SALE



CITRUS HILLS
Excellent location. Beautiful
3 bedroom 3 bath pool home, on 2nd hole of the Oaks Course in Citrus Hills with **ALL FURNITURE INCLUDED!!** Open floor plan, granite countertops, custom wood cabinets and cathedral ceilings. Citrus Hills Social Membership is available. $495,000.00.
Call Ray Horton
(352) 322-6304
Citrus Home Finders

0800 TRANSPORTATION

RV
2005 Allegra Bay
Motorhome includes 2 slides, 37 feet, 50 amp. Very good condition, no leaks. Tiffin gas GMC motor, 111k miles, Cummings generator 58 amp. 2 A/Cs, 3-burner stovetop, double kitchen sink, pantry, large fridge, full bath/shower.
Queen size bed with bedroom vanity and full cedar closet. Extra sleeping via dining table bed conversion & pull-out sofa
Cabin recliner,
2 awnings, lots of storage.
$17,500
Text preferred (727)425-0622

HOUSE HUNTING?
Watch For Our Open House Ads In The Classifieds!

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CITRUS COUNTY CHRONICLE
www.chronicleonline.com
TODAY!
352-563-5655

January 25, 2026

Mr. Michael R. Wirsching
232 Greenwood Cir
Decatur, Georgia 30030

Dear Mr. Michael Wirsching and Mrs. Amy R. Wirsching:

This notice is being sent to all adjacent property owners of record located within 500ft of the property in application, to inform you that the property located at 14095 W. Ozello Trail Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6, 2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461.

Interested parties may appear at the meeting to be heard regarding the application.

This letter concerns the following parcels of land that you own:

Altkey:**2502606** Parcel ID: **16E19S10 2D000 0040**
14115 W Board Walk Lane
Crystal River
Altkey: **2413506** Parcel ID: **16E19S10 2D000 0030**
14115 W. Board Walk Lane
Crystal River
Altkey: **2413492** Parcel ID:**16E19S10 2D000 0020**
14079 W. Board Walk Lane
Crystal River

January 25, 2026

Ozello Island Church, Inc.
14131 W Ozello Trail
Crystal River, Fl 34429

To whom it may concern:

This notice is being sent to all adjacent property owners of record located within 500ft of the property in application, to inform you that the property located at 14095 W. Ozello Trail Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6, 2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461.

Interested parties may appear at the meeting to be heard regarding the application.

This letter concerns the following parcel of land that you own:

Altkey: **3520233** Parcel ID: **16E19S15 14100**
14131 W Ozello Trail
Crystal River

Sincerely,
Jane Vandenbergh
Ozello Civic Association

January 25, 2026

Mr. Michael R. Wirsching
Mrs. Amy R. Wirsching
232 Greenwood Cir
Decatur, Georgia 30030

Dear Mr. Michael Wirsching and Mrs. Amy R. Wirsching:

This notice is being sent to all adjacent property owners of record located within 500ft of the property in application, to inform you that the property located at 14095 W. Ozello Trail Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6, 2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461.

Interested parties may appear at the meeting to be heard regarding the application.

This letter concerns the following parcels of land that you own:

Altkey:**2401516** Parcel ID: **16E19S10 2D000 0010**
14115 W Board Walk Lane
Crystal River

Sincerely,
Jane Vandenbergh
Ozello Civic Association

January 25, 2026

Mr. Thomas J Muhleman
2050 S Hunt Pt Unit 17
Crystal River. Fl 34429

Dear Mr. Thomas Muhleman:

This notice is being sent to all adjacent property owners of record located within 500ft of the property in application, to inform you that the property located at 14095 W. Ozello Trail Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6, 2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461.

Interested parties may appear at the meeting to be heard regarding the application.

This letter concerns the following parcels of land that you own:

Altkey: **3384162** Parcel ID: **16E19S15 11000 0170**
2050 S. Hunt Pt
Crystal River

Sincerely,
Jane Vandenbergh
Ozello Civic Association

January 25, 2026

Paula Howard
2010 S Hunt Pt
Crystal River. Fl 34429 5735

Dear Mrs. Paula Howard:

This notice is being sent to all adjacent property owners of record located within 500ft of the property in application, to inform you that the property located at 14095 W. Ozello Trail Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6, 2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461.

Interested parties may appear at the meeting to be heard regarding the application.

This letter concerns the following parcels of land that you own:

Altkey: **3384150** Parcel ID: **16E19S15 11000 0150**
2030 S. Hunt Pt
Crystal River

Sincerely,
Jane Vandenbergh
Ozello Civic Association

January 25, 2026

John A. Howard
2010 S Hunt Pt
Crystal River. Fl 34429 5735

Dear Mr. John Howard:

This notice is being sent to all adjacent property owners of record located within 500ft of the property in application, to inform you that the property located at 14095 W. Ozello Trail Crystal River, Florida has submitted an application for Local Historic Designation with Citrus County. As an abutting property owner, you are notified that this application for Local Historic Designation will be heard before the Historical Resource Advisory Board during the April 6, 2026 meeting which will be held at 4:00 P.M. at the Lecanto Government Building 3600 W. Sovereign Path, Lecanto, Fl 34461.

Interested parties may appear at the meeting to be heard regarding the application.

This letter concerns the following parcels of land that you own:

Altkey: **2241888** Parcel ID: **16E19S15 11000 0140**
2010 S. Hunt Pt
Crystal River

Sincerely,
Jane Vandenbergh
Ozello Civic Association

AGENDA MEMORANDUM

FROM:	Denise Lyn, County Attorney
SUBJECT:	1:25PM Public Hearing on an Ordinance Establishing a Temporary Moratorium Pertaining to Data Centers
AGENDA DATE:	**May 26, 2026**

BRIEF OVERVIEW:

At the May 12, 2026 meeting, the Board directed staff to schedule for the next meeting an ordinance imposing a temporary moratorium (not to exceed 12 months) until or while the County develops and adopts Land Development Code regulations relating to the issuance of building permits, development orders or the rezoning of property relating to Data Centers.

STRATEGIC PLANNING ELEMENT:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a Public Hearing on an Ordinance of Citrus County, Florida establishing a temporary moratorium for the construction, or expansion of, and the issuance of building permits, development orders or the rezoning of property for data center facilities within the unincorporated areas of Citrus County; providing for repeal of conflicting provisions; providing for severability; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.

b. If approved, authorize the Chairman to execute the ordinance establishing a temporary moratorium. **(Denise A. Dymond Lyn, County Attorney)**

ATTACHMENTS:

1. Ordinance declaring Moratorium
2. DMH ltr to BOCC re Data Center moratorium 5-8-26

ORDINANCE NO. 2026-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM FOR THE CONSTRUCTION, OR EXPANSION OF, AND FOR THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR THE REZONING OF PROPERTY FOR DATA CENTER FACILITIES WITHIN THE UNINCORPORATED AREAS OF CITRUS COUNTY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (Board) has the authority pursuant to Chapter 125, Florida Statutes, and Article VIII of the Florida Constitution to protect the public health, safety and general welfare of its residents and to enact ordinances for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, on May 12, 2026, the Board directed staff to prepare an ordinance instituting a temporary moratorium on the acceptance, review, or approval of applications for data centers, data center facilities, and data center utilities or the issuance of building permits, development orders or the rezoning of property for data centers, data center facilities, and data center utilities; and

WHEREAS, Citrus County is located within a coastal region, an area that relies heavily upon groundwater resources from the Floridan Aquifer system, which has historically been subject to significant management and conservation efforts due to saltwater intrusion risks and long-term sustainability concerns; and

WHEREAS, state and regional planning efforts emphasize the importance of careful management of groundwater withdrawals and coastal water resources to ensure long-term environmental and economic stability for coastal communities; and

WHEREAS, data centers, data center facilities, and data center utilities are known to require substantial water resources for cooling systems and substantial electrical power, which in some cases require large infrastructure demands; and

WHEREAS, such facilities have the potential to place significant demands on regional groundwater supplies, water treatment infrastructure, and electrical grid capacity, particularly in rapidly growing areas; and

WHEREAS, the Board finds that Citrus County currently lacks specific zoning provisions or development regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with data centers, data center facilities, and data center utilities; and

WHEREAS, the Board further finds that allowing such facilities to proceed without appropriate regulatory standards could create risks to the County's water resources, electrical infrastructure capacity, land use planning objectives, and long-term community development strategy; and

WHEREAS, Citrus County's proximity to sensitive coastal ecosystems, wetlands, and estuarine systems further underscores the importance of ensuring that new forms of industrial-scale development are evaluated carefully and responsibly; and

WHEREAS, local governments may enact moratoriums if the moratorium is intended to preserve the status quo and is rationally related to the government's attempt to enact changes to development regulations. *WCI Communities Inc. v. City of Coral Springs*, 885 So. 2d 912 (Fla. 4th DCA 2004); and

WHEREAS, Florida courts have held that permissible basis for land use restrictions include concern about the effect of the proposed development on traffic, congestion, surrounding property values, demands for public services, and on other aspects of the general welfare. *WCI Communities Inc. v. City of Coral Springs*, 885 So.2d 912 (Fla. 4 th DCA 2004; *see also Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993); and

WHEREAS, local governments are entitled to enact moratoriums as a land-use tool to promote effective planning and to preserve the status quo during times of study and while changes are enacted; and

WHEREAS, the County is actively engaged in the process of review, study, and planning public hearings to prepare and adopt amendments to its Land Development Regulations, and/or Code of Ordinances as may be necessary to address the demands of these facilities; and

WHEREAS, a temporary moratorium on the acceptance, review, or approval of applications for development permits, development orders, rezoning, or site plans related to data centers, data center facilities, and data center utilities within unincorporated Citrus County will allow time to review, study, hold public hearings, and to prepare and adopt an amendment or amendments to the Citrus County Land Development Regulations, and/or Code of Ordinances, as may be required, to address such uses; and

WHEREAS, the Board wishes to establish a temporary moratorium of up to one (1) year on the acceptance, review, or approval of applications for development permits,

development orders, rezoning, or site plans related to data centers, data center facilities and data center utilities within unincorporated areas and such moratorium is reasonable and necessary to accomplish the goal of revising its regulations to ensure the community welfare is well-balanced and the public health, safety and general welfare are preserved; and

WHEREAS, the Board of County Commissioners finds this ordinance imposing a temporary moratorium on the acceptance, review, or approval of applications for data centers, data center facilities, and data center utilities serves the health, safety, and welfare of the residents of and visitors to Citrus County, Florida.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County. Florida as follows:

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption thereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to allow Citrus County sufficient time to review, study, hold public hearings, and to prepare and adopt an amendment or amendments to the Citrus County Land Development Code and/or Code of Ordinances, relating to data centers, data center facilities, and data center utilities.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED. A temporary moratorium is hereby established on the acceptance, review, processing, or approval of any:

- rezoning applications
- conditional use permits
- development permits or orders
- site plan approvals
- building permits
- or other development approvals

for the construction, expansion, or operation of data centers, data center facilities, and data center utilities within the unincorporated areas of Citrus County.

SECTION 4. DEFINITION. For the purposes of this moratorium, data centers, data center facilities, and data center utilities is a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data, include but are not limited to, computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, video and technical streaming services, etc. Such facilities may

include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations.

SECTION 5. STUDY AND EVALUATION. During the moratorium period, Citrus County staff shall conduct a comprehensive review of the potential impacts associated with data centers, data center facilities, and data center utilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer and coastal aquifer management policies.

2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems.

3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding potential long-term demand impacts.

4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities.

5. Environmental considerations, including impacts on wetlands, coastal ecosystems, noise, lighting, and surrounding land uses.

6. Best practices adopted by other jurisdictions in Florida and throughout the United States for the regulation of data centers, data center facilities, and data center utilities.

SECTION 6. DEVELOPMENT OF REGULATORY FRAMEWORK. Following the completion of and during the review process, County staff shall present best practices, and make final recommendations to the Board of Commissioners regarding the adoption of appropriate zoning regulations, permitting requirements, infrastructure standards, and environmental safeguards governing data centers, data center facilities, and data center utilities within Citrus County.

SECTION 7. DURATION. This temporary moratorium shall remain in effect for a period of twelve (12) months from and including the effective date of this Ordinance or until the effective date of an ordinance(s) amending the Citrus County Land Development Regulations and/or the Code of Ordinances relating to data centers, data center facilities, and data center utilities, whichever first occurs.

SECTION 8. CONFLICTING PROVISIONS. All ordinances, or parts of ordinances, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY. It is the intent of the Board of County Commissioners of Citrus County, Florida, and is hereby provided, that if any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by

any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect upon filing with the Secretary of State as provided in Florida Statutes, Section 125.66.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this 26th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

TRACI PERRY, Clerk DIANA FINEGAN, Chairman

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

_____

DENISE A. DYMOND LYN, County Attorney

HOLLINSWOOD RANCH
CITRUS MINING & TIMBER, INC.

(352) 447-5329
FAX (352) 447-5323
E-mail: dixie@hollinswoodranch.com

POST OFFICE BOX 977 • CRYSTAL RIVER, FLORIDA 34423

May 8, 2026

VIA EMAIL

Citrus County Board of County Commissioners
Commissioner Diana Finegan, Chair
Commissioner Janet Barek, 1st Vice Chair
Commissioner Jeff Kinnard, 2nd Vice Chair
Commissioner Holly Davis
Commissioner Rebecca Bays

Re: Moratorium on Data Centers

Dear Commissioners:

I understand there is a moratorium to be brought to the Board on permitting data centers in Citrus County. A draft of an ordinance amendment has been completed and is scheduled to go before the Planning and Development Commission (PDC) on May 21, 2026, to go over section by section, line by line, and then the PDC's recommendations for or against or changes to, is to go before the Board of County Commissioners on June 22, 2026. This is standard procedure for new land ordinance amendments.

I think it is only fair to all of us involved, both pros and cons, to let the data center ordinance follow its normal track, with plenty of time for public input, and come up with a draft that can be presented to the Board. I sincerely believe there is too much incorrect or incomplete information about data centers. I also believe that with the right standards, methodology and land protection for both sides, this would be a good industry to bring here to Citrus County. Not only for jobs, but it would generate a good tax base. In short, let the ordinance go through its proper channels, like all the ordinances go through. Let's don't jump the gun and put a moratorium before we have had a chance to look at the rules, regulations and standards.

Respectfully,

Dixie M. Hollins
President

DMH:pcr
cc: Steve Howard, County Administrator
Eric Landon, Director, County Growth Management
Joanna Coutu, Director, County Land Development
Denise Lyn, County Attorney