Hernando County

Board of County Commissioners

John Law Ayers Commission Chambers, Room 160
20 North Main Street, Brooksville, FL 34601

Regular Meeting

Agenda

Thursday, January 29, 2026 - 9:00 A.M.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT CARLA ROSSITER-SMITH, DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604, (352) 540-6544. IF HEARING IMPAIRED, PLEASE CALL 1-800-676-3777.

If a person decides to appeal any quasi-judicial decision made by the Hernando County Board of County Commissioners with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEASE NOTE THAT THIS MEETING HAS A START TIME OF 9:00 A.M., AND ALL ITEMS CAN BE HEARD ANYTIME THEREAFTER.

UPCOMING MEETINGS:

The Board of County Commissioners' has scheduled a land use meeting to consider land use petitions on Tuesday, February 3, 2026, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

The Board of County Commissioners' next regular meeting is scheduled for Tuesday, February 10, 2026, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

A. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

B. APPROVAL OF AGENDA (Limited to Board and Staff)

C. ELECTED OFFICIALS

D. CITIZENS' COMMENTS

E. BOARD/STAFF RESPONSES

F. PUBLIC SAFETY DIRECTOR/FIRE CHIEF PAUL HASENMEIER

16976 Resolution Ratifying Declaration of Drought Emergency and Implementing Ordinance No. 2025-02

Attachments: Memorandum - Recommendation to Enact County-Wide Burning Ban
Resolution - Implementing Ordinance 2025-02 for Burn Ban

G. CONSENT AGENDA

AGREEMENT/GRANT

1. **16934** Amended Local Housing Assistance Plan for Use in State Housing Initiatives Partnership Program and Associated Resolution

   Attachments: 2023-26 SHIP Local Housing Assistance Plan
   Exhibit D - Certification to Florida Housing Finance Corporation
   Exhibit E - Resolution

2. **17013** Replacement Merchant Application and Agreement With Netevia for Government Payment Processing Services to Correct Omission in Previously Approved Agreement

   Attachments: Netevia Application and Agreement

3. **16775** Request Submitted by Library Services to Apply for Science Across America Grant Through HHMI Tangled Bank Studios and The Space Science Institute's STAR Library Education Network a/k/a STAR Net

   Attachments: Science Across America Information
   Science Across America Press Release
   Science Across America Grant Application
   Request for Proposals

AVIATION

4. **16944** Corporate Hangar Lease Agreement With Sentinel Services Group, LLC, for Corporate Hangar Located at 16308 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

Attachments: Corporate Hangar Lease Agreement
Certificate of Insurance

5. **16945** Corporate Hangar Lease Agreement With Sentinel Services Group, LLC, for Corporate Hangar Located at 16312 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

Attachments: Corporate Hangar Lease Agreement

MISCELLANEOUS

6. **16882** Satisfaction of Code Enforcement Public Nuisance Abatement Special Assessment Lien for Richard E. Harrison

Attachments: Satisfaction of Lien - Harrison
Payment Detail Workbook - Public Nuisance

7. **16895** Satisfaction of Second Mortgage for Carol Raab Through Neighborhood Stabilization Program Purchase Assistance Program

Attachments: Second Mortgage - Raab
Satisfaction of Mortgage - Raab

8. **16894** Satisfactions of Mortgage for Mamie Davis and Julia L. Scourtas Through Homeownership Down Payment Assistance Program

Attachments: Second Mortgage - Scourtas
Satisfaction of Mortgage - Scourtas
Deferred Payment Agreement - Davis
Satisfaction of Mortgage - Davis

9. **16958** Third Amendment to Gulf Consortium Subrecipient Agreement Pursuant to RESTORE Act Spill Impact Component and State Expenditure Plan for Artificial Reef Program and Associated Budget Resolution

Attachments: Subrecipient Agreement - Project Completion Date 12.01.2023
First Amendment to Subrecipient Agreement 01.11.2022
Second Amendment to Gulf Consortium Subrecipient Agreement 05.13.2025
Third Amendment to Gulf Consortium Subrecipient Agreement
Budget Resolution

10. **16936** Transmittal of List of Accounts Payable Disbursements for Weeks Ended December 12, 2025, December 19, 2025, December 26, 2025, and January 2, 2026

Attachments: BCC Check Register 12-12-25
BCC Check Register 12-19-25
BCC Check Register 12-26-25
BCC Check Register 01-02-26

11. **16883** Various Satisfactions of Code Enforcement Special Master Liens

Attachments: Satisfaction of Lien - 11210 Mercedes Street - Case 332137-332081
Satisfaction of Lien - 3037 Overview Lane - Case 423118
Satisfaction of Lien - 5045 Orlando Avenue - Case 175209 and Case 6264
Satisfaction of Lien - 5045 Orlando Avenue - Case 175209 and Case 7095
Satisfaction of Lien - 5045 Orlando Avenue - Case 175209 and Case 8037
Satisfaction of Lien - 7390 Gordon Loop - Case 424285
Satisfaction of Lien - 12073 Robina Road - Case 426280
Satisfaction of Lien - 1133 Unity Street - Case 421363
Payment Detail Workbook - Special Masters

PROPERTY

12. **16955** Release of Performance Bond and Acceptance of Maintenance Bond for Lake Hideaway Pod C

Attachments: Performance Bond - Lake Hideaway Pod C
Maintenance Bond - Lake Hideaway Pod C

RESOLUTION

13. **16989** Resolution Proclaiming February 2026 as Black History Month

Attachments: Black History Month

H. CORRESPONDENCE TO NOTE

1. **16938** Notice of Purchasing Policy Exceptions for December 2025

   Attachments: PPE Form - Parks & Rec. - Level Up Retail Services - $33,500.00
   PPE Form - Landfill - United Rentals North America - $10,500.00
   PPE Form - Technical Sales Corp. - EPO 25000770 - $15,419.20
   PPE Form - Human Resources - FMLASource - $4,166.46
   PPE Form - Human Resources - FMLASource - $4,171.20

2. **17055** Notification From Florida Public Service Commission of Commission Conference Agenda to Discuss Joint Petition to Extend Expired Territorial Agreement Between Duke Energy Florida, LLC, and Withlacoochee River Electric Cooperative, Inc.

   Attachments: Memo - Joint Petition to Extend Phase 1 Territorial Settlement Agreement by Duke Energy & WREC to Extend Phase 1 Territorial Settlement - 01.22.2026
   Florida Public Service Commission Conference Agenda for 02.03.2026

3. **16940** Notification From Southwest Florida Water Management District of Total Habitat Restored Within District

   Attachments: SWFWMD Letter - 2025 Total Habitat Restored

4. **16952** Transmittal From Clerk of Circuit Court and Comptroller Audit Services Department of Management Action Plan Status Report of Tourist Department and Building Department Audits Dated December 31, 2025

   Attachments: Management Action Plan Status Report - Tourist and Building

5. **16954** Update Regarding Weeki Wachee River Submerged Aquatic Vegetation Restoration Project Six Months Post Installation

   Attachments: Weeki Wachee River SAV Restoration Project - Month 6 Maintenance & Supplemental Planting Report

I. DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES CARLA ROSSITER-SMITH

1. **16956** Consideration of Proposal From Florida Agricultural and Mechanical University for Chinsegut Hill Retreat and Conference Center Operational Responsibility

Attachments: FAMU Chinsegut Hill Proposal Presentation
FAMU Proposal With Attachment A

2. **15770** Award of Contract and License Agreement With Historic Hernando Preservation Society, Inc., for Chinsegut Hill Retreat and Conference Center Steward and Property Manager (Contract No. 25-RFP01132/CT)

Attachments: Chinsegut Hill Sanctuary Presentation
Contract No. 25-RFP01132 Solicitation
Contract No. 25-RFP01132 Consensus Scorecard
25-RFP01132 Memo - Chinsegut Hill Retreat and Conference Center Steward and Property Manager
25-RFP01132 Notice of Intent to Award
25-RFP01132 Hernando County License Agreement
Citizen Correspondence

3. **16949** Change Order No. 3 to Purchase Order With Centrifuge-Systems, LLC, for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $90,000.00)

Attachments: BOCC Approval 3.11.2025
Centrists Equipment Lease 3.11.2025
Change Order No. 1
BOCC Approval of Change Order No. 2 - 9.23.2025
Change Order No. 2
Change Order No. 3
07121 Expenditure

4. **16951** Increased Annual Expenditure and Change Order No. 2 to Purchase Order With Design Lab, Inc., for Uniforms and Related Items for Hernando County Fire Rescue and Emergency Services (Contract No. 26-P0268; Amount: $110,000.00)

Attachments: Brevard County Contract 26-P0268
Contract No. 26-P0268 Notice of Award
Hernando PiggyBack Agreement
Change Order No. 1
Change Order No. 2
1661-02261 Expenditure Status Report 31649
1691-02491 Expenditure Status Report 22761

5. **16957** Utilization of Seminole County Schools Contract With Thompson Safety, LLC, for Fire Extinguishing Systems Inspections and Servicing for Facilities Maintenance Department (Contract No. 26-P0276; Amount: $120,000.00)

Attachments: Contract No. 25260039B-TL - Seminole County Schools
Seminole County Public Schools Letter of Bid Award
Email Between Seminole County Schools and Thompson Safety, LLC Regarding Contract
Affidavits - Human Trafficking and Foreign Countries
Piggyback Agreement - Contract No. 26-P0276

J. DIRECTOR OF COMMUNICATIONS AND GOVERNMENT AFFAIRS DOMINIQUE HOLMES

16875 Revision to Board Policy No. 01-03 Regarding Public Record Requests

Attachments: Public Records Requests - Policy No. 01-03 - Redlined
Public Records Requests - Policy No. 01-03
Government-In-The-Sunshine Manual 2025

K. PUBLIC HEARINGS

* Entry of Proof of Publication into the Record
* Poll Commissioners for Ex Parte Communications
* Administer Oath to All Persons Intending to Speak
* Adoption of Agenda Backup Materials into Evidence

BOARD SITTING IN ITS QUASI-JUDICIAL CAPACITY

STANDARD

DEVELOPMENT SERVICES DIRECTOR OMAR DEPABLO

16930 Approval of Report and Recommendation of Special Magistrate for Appeal of Denial of Rezoning Petition Submitted by Casey Cane, Trustee for 6191 Lockhart Road Land Trust for Property Located on Lockhart Road and Associated Resolution (H2520)

Attachments: H2520 Staff Report
H2520 Report and Recommendation of Special Magistrate
H2520 Letter - Notice of FLUEDRA Proceeding
H2520 Bauen Group, Inc., Letter Regarding Denial of Application for 6191 Lockhart Road, Brooksville
H2520 Board Response to FLEUDRA Request
H2520 Maps
H2520 Resolution

L. COUNTY ATTORNEY JON JOUBEN

1. **16935** Appointment of Christina Botto as Member to Hernando County Delegation on Government Efficiency a/k/a DOGE

Attachments: DOGE Policy 45-01
Email - Flanagan Resignation
Applicant List
Application - Christina Botto
Resume - Christina Botto
Current DOGE Roster

2. **17005** Discussion Regarding Departure of Lake County and Seminole County From Interlocal Agreement for Cost Share of Medical Examiner Services

Attachments: Correspondence to Note Item 16602 - 11.18.2025
Marion County Letter of Response to Lake County and Seminole County Letter Concerning Reassignment of Lake County District 24
Legal Opinion and Both Interlocal Agreements

M. COUNTY ADMINISTRATOR JEFFREY ROGERS

1. **16973** Appointment of Jan Houser to Fine Arts Council Until December 31, 2030

Attachments: Jan Houser - Application
Jan Houser - Letter of Appointment
Jan Houser - Appointment Certificate
Fine Arts Council Roster

2. **16919** Update Regarding Ongoing Board Directives

Attachments: Ongoing BOCC Directives 1-29-26

N. BOARD OF COUNTY COMMISSIONERS

1. Commissioner John Allocco
2. Commissioner Ryan Amsler
3. Commissioner Steve Champion
4. Commissioner Brian Hawkins
5. Chairman Jerry Campbell
6. County Attorney Jon Jouben
7. Deputy County Administrator Toni Brady
8. County Administrator Jeffrey Rogers

O. ADJOURNMENT

Meeting: 01/29/2026
Department: HCFRD
Prepared By: Rosalyn Falcon
Initiator: Paul Hasenmeier
DOC ID: 16976
Legal Request Number: 2026-20
Bid/Contract Number:

TITLE

Resolution Ratifying Declaration of Drought Emergency and Implementing Ordinance No. 2025-02

BRIEF OVERVIEW

With the on-going lack of precipitation and increasing temperatures, Hernando County Fire Rescue and Emergency Services (HCFR) has recognized a spike in the number of brush fires.

The current Keetch-Byram Drought Index (KBDI) for Hernando County is 604 (Moderate/High) as of January 7, 2026, which is a 3-point increase over the prior days reading with the Florida Fire Service. The County is on track to reach severe drought/fire conditions. The highest rating on the scale is 800 (Desert-like conditions).

Conversations with other area fire departments have yielded the following information:

- Pasco County - Monitoring
- Citrus County - Burn Ban
- Sumter County - Monitoring

The Florida Department of Agriculture is forecasting below average precipitation as we continue through the driest months. Exceptions to the burn ban may be granted by the Florida Forest after a request for such exemption is submitted by the individual concerned, onsite inspection is made, and it is determined by the Florida Forest Service representative that such burning can be safely accomplished.

At the recommendation of the Fire Chief, the County Administrator declared a temporary burn ban. Staff is recommending ratification of the burn ban with the attached resolution.

FINANCIAL IMPACT

There is no financial impact.

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 12 of the Hernando County Code and Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board adopt and authorize the Chairman's signature on the attached resolution to ratify the County-wide burn ban which would remain in effect until the point where the fire threat decreases and the Fire Chief and Florida Forest Service recommend rescinding the burn ban.

REVIEW PROCESS

Paul Hasenmeier	Approved	01/12/2026 3:51 PM
Erin Dohren	Approved	01/15/2026 9:34 AM
Pamela Hare	Approved	01/15/2026 12:56 PM
Michael Cowan	Approved	01/20/2026 9:47 AM
Heidi Prouse	Approved	01/20/2026 12:38 PM
Toni Brady	Approved	01/21/2026 7:45 PM
Jeffrey Rogers	Approved	01/22/2026 7:12 AM
Colleen Conko	Approved	01/22/2026 8:19 AM

DEPARTMENT OF PUBLIC SAFETY
HERNANDO COUNTY FIRE RESCUE

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE FLORIDA 34604
P 352.540.4353 ♦ F 352.540.4355 ♦ W www.HernandoCounty.us

To: Jeff Rogers, County Administrator

cc: Lisa Hendrickson, City Manager

From: Paul Hasenmeier, Fire Chief & Public Safety Director

Date: January 8, 2026

Re: Recommendation to enact County-Wide Burning Ban

With the on-going lack of precipitation, Hernando County Fire Rescue has recognized a spike in the number of brush fires.

The current Keetch-Byram Drought Index (KBDI) for Hernando County is 604 (Moderate/High) as of January 7, 2026, which is a 3-point increase over the prior days reading with the Florida Fire Service. The County is on track to reach severe drought/fire conditions. The highest rating on the scale is 800 (Desert-like conditions).

Conversations with other area fire departments have yielded the following information:

- Pasco County – Monitoring
- Citrus County – Burn ban
- Sumter County – Monitoring

The Florida Department of Agriculture is forecasting below average precipitation as we continue through the driest months. Exception to the burn ban may be granted by the Florida Forest Service after a request for such exception is submitted by the individual concerned and an onsite inspection is made and is determined by the Florida Forest Service representative that such burning can be safely accomplished.

HCFR is recommending the implementation of a County-Wide Burn Ban, in accordance with Hernando County Ordinance, which would apply to all unincorporated areas of Hernando County and the City of Brooksville. The burn ban will be reviewed at each BOCC meeting until rescinded.

RESOLUTION NO. 2026-_____

A RESOLUTION RATIFYING THE DECLARATION THAT A DROUGHT EMERGENCY EXISTS IN ALL UNINCORPORATED AREAS OF HERNANDO COUNTY, FLORIDA AND IMPLEMENTING HERNANDO COUNTY ORDINANCE NO. 2025-02.

WHEREAS, the Board of County Commissioners of Hernando County, Florida ("Board") has adopted Ordinance No. 2025-02 setting forth the procedures to follow in the event the Board declares that a drought emergency exists; and,

WHEREAS, due to climatic conditions causing an extreme shortage of rainfall, a spike in the number of brushfires throughout Hernando County and following conversations with several fire departments within the State of Florida, that Fire Chief has determined that a drought emergency exists in the unincorporated areas of Hernando County ("County"); and,

WHEREAS, based upon these observations and analysis, and pursuant to the authority granted him under Ordinance No. 2025-02, the Fire Chief declared a countywide temporary burn ban effective January 8, 2026; and,

WHEREAS, the Board can implement the burn ban provisions of Ordinance No. 2025-02 by adopting a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hernando County, Florida as follows:

SECTION 1. The above-stated recitals are hereby incorporated as if fully set forth herein.

SECTION 2. Pursuant to Article IV of Ordinance No. 2025-02, the Fire Chief has notified the County Administrator that he has determined the existence of extreme drought conditions in the County.

SECTION 3. In accordance with the provisions of Ordinance No. 2025-02 and the Fire Chief's determination, the Board finds that an emergency drought condition exists in the County, ratifies the Fire Chief's declaration of a temporary burn ban and implements the provisions of Ordinance No. 2025-02 *nunc pro tunc* to January 8, 2026.

SECTION 4. This resolution shall remain in full force and effect until the Board by like resolution determines that emergency drought conditions no longer exist in the County.

ADOPTED in Regular Session this _____ day of _____ 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

ATTEST:

_____
DOUGLAS A. CHORVAT, JR.
Clerk of Court & Comptroller

_____
JERRY CAMPBELL
Chairman

Approved as to form and legal sufficiency:

Michael Cowan
_____
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Veda Ramirez
DOC ID: 16934
Legal Request Number: 2025 729 1
Bid/Contract Number:

TITLE
Amended Local Housing Assistance Plan for Use in State Housing Initiatives Partnership Program and Associated Resolution

BRIEF OVERVIEW
The Local Housing Assistance Plan (LHAP) serves as the strategic planning document for the State Housing Initiatives Partnership (SHIP) program and outlines a variety of housing related activities eligible for grant funding. The Housing & Supportive Services Department has prepared an amendment to the LHAP in order to add a new strategy, Mandatory Septic to Sewer Connection. Financial assistance may be provided to extremely low, very low and low-income households to offset the costs necessary to connect eligible households to Hernando County's central collection system when converting an existing septic system within the mandatory septic to sewer program. Exhibits D and E are included for the amendment process, no changes are required to the original Exhibits A-C and they will remain the same.

SHIP Rule 67-37 requires that amendments to an approved LHAP must be adopted by resolution and that Hernando County must provide a copy to Florida Housing Finance Corporation within 21 days after adoption.

FINANCIAL IMPACT
There is no additional funding associated with this amendment.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the FY 2023-26 Local Housing Assistance Plan by adopting the attached resolution and authorizing the Chairman's signature on the Certification to Florida Housing Finance Corporation document.

REVIEW PROCESS

Veda Ramirez	Approved	12/23/2025 4:51 PM
Erin Briggs	Approved	01/05/2026 12:25 PM
Shaun Kusnierczak - FYI	Notified - FYI	01/05/2026 12:25 PM
Erin Dohren	Approved	01/15/2026 9:36 AM
Carla Rossiter-Smith	Approved	01/16/2026 9:04 AM
Pamela Hare	Approved	01/16/2026 2:31 PM
Michael Cowan	Approved	01/20/2026 9:49 AM
Heidi Prouse	Approved	01/20/2026 11:40 AM
Toni Brady	Approved	01/21/2026 7:43 PM
Jeffrey Rogers	Approved	01/22/2026 7:13 AM
Colleen Conko	Approved	01/22/2026 8:21 AM

HERNANDO COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

Technical Revision 04/10/2024

Amendment 01/29/2026

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Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed, or attested adopting resolution	

A. LG(s)

Name of Local Government	Hernando County
Does this LHAP contain an interlocal agreement?	N/A
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low, and moderate-income households.
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling,

Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Program Administration	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Project delivery costs performed by non-county housing staff may include underwriting services, title searches, credit reporting, appraisals, Phase I or Phase II environmental reviews, loan closing, recording fees and document stamps, surveys, termite inspection, lead paint inspection, initial inspection/review, work write-ups, cost estimates, construction inspection and oversight, and case management oversight until construction completion. These project/program delivery costs are actual amounts of services and deliverables necessary to complete the activities. The following maximum percentages of the grant funding provided will be allowed for construction projects with SHIP funds: Program/Project Delivery Fee reasonable and not to exceed 3%.

T. Essential Service Personnel Definition (ESP): ESP includes Hernando County School District employees, teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel, government personnel, retail workers, tourism industry workers, food service personnel and Hernando County child care personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes:
On all rehabilitation and replacement projects, Hernando County is requiring the use of green, energy efficient materials as appropriate. On all rehabilitation and replacement projects, Hernando County is requiring the use of green, energy efficient materials, as appropriate. When replacing older obsolete products and appliances the following "green" standards will be implemented for all homes rehabilitated, including new home construction to include appliances replaced shall be Energy Star Rated, Gas water heaters that are

replaced or installed shall be Energy Star Rated, all exterior doors and windows that are replaced or installed shall be Energy Star Rated, all light fixtures and ceiling fans that are replaced or installed shall be Energy Star Rated. Weatherization of all homes rehabilitated at a minimum shall include attic insulation, and if appropriate, floor insulation as well as sealing all exterior walls. HVAC units that are replaced or installed shall be Energy Star rated and have a SEER rating of at least 14. Where feasible and cost effective, all rehabilitation and new construction work shall include the installation of water-efficient toilets, showers and faucets.

V. **Describe efforts to meet the 20% Special Needs set-aside:**
Hernando County staff has and continues to work with social services agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goal will be met through the utilization of all strategies.

W. Describe efforts to reduce homelessness:
Hernando County staff has and continues to work with agencies (including Hernando County School District and the Mid-Florida Homeless Coalition) serving the homeless populations primarily through rental assistance to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Strategy Name: DOWN PAYMENT ASSISTANCE WITH OR WITHOUT REHAB.	Code 1, 2

a. Summary: The Down payment assistance strategy provides qualified individuals/families with down payment, closing cost and renovation assistance. Renovation assistance may be used to bring the home up to current building code and/or health codes standards and/or expand the living area of the home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate incomes.

d. Maximum award: $70,000.00
*Applicant will be awarded SHIP funds in an amount necessary to cover the gap between the approved first mortgage and sales price of the home.

Down Payment Assistance Only

Income Level	Maximum Award
Very Low Income	$50,000
Low Income	$30,000
Moderate Income	$10,000

Down Payment Assistance with Rehab

Income Level	Maximum Award
Very Low Income	$70,000
Low Income	$40,000
Moderate Income	$0

e. Terms:
1. Repayment loan/deferred loan/grant: Secured by a note and mortgage
2. Interest Rate: 0.00%
3. Years in loan term: 30 years
4. Forgiveness: Forgiven at the end of the term.
5. Repayment: None as long as the loan is in good standing.
6. Default: Loans are considered in default/not in good standing and repayable if the following occur: the home is sold, transferred, foreclosed upon, or ceases to the be recipient's primary residence. If the homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria:
The applications will be numbered in the order received. Hernando County will process prospective applicants who submit their pre-qualifying, pre-approval, or approval letters from their mortgage lenders on a first qualified, first served basis. Should more names be submitted than the funding can support, a waiting list will be established.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
- A certificate of homeownership counseling completion is required prior to loan closing.
- Manufactured or mobile homes are not allowed under this strategy.
- Very low, low income and special needs applicants will receive priority in funding.
- At least one applicant, must live or work in Hernando County, FL prior to application.
- Fixed Interest rates are required for SHIP funding.

B. Strategy Name: OWNER OCCUPIED REHABILITATION	Code 3

a. Summary: This strategy allows for more extensive and substantive repair costs to individual units including but not limited to, correcting housing, and building code violations, providing cost effective energy conserving features, making the dwelling accessible to handicapped and elderly occupants as necessary, correction of health and/or safety violations that may be present, and demolition and rebuild where appropriate.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate
d. Maximum award: $70,000.00

e. Terms:
1. Repayment loan/deferred loan/grant: Grant or forgivable loan secured by a mortgage and note.
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Loan Term/Affordability Period
Up to $10,000	Grant for ELI and VLI
Up to $10,000	5 Years for Low Income and Moderate Income
$10,001 - $25,000	10 Years
$25,001 - $50,000	15 Years
$50,001 - $70,000	20 Years
Demo/Replacement	30 Years

4. Forgiveness: The County will forgive on a prorated basis of 20% per year beginning in Year 6 for loans $10,001 - $25,000, a prorated basis of 20% per year beginning in Year 11 for $25,001 up to $50,000, and a prorated basis of 20% per year beginning in Year 16 for loans of $50,001 - $70,000. No prorated forgiveness offered on loans of up to $10,000 and demo/replacement, which will be forgiven at the end of term.
5. Repayment: None as long as the loan is in good standing.
6. Default: Loans are considered in default and payable if the following occurs, the home Is sold, transferred, foreclosed upon, or ceases to be the recipient's primary residence. If the homeowner(s) die(s), the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria:
The applications will be numbered in the order received, assistance will be provided on a first qualified, first served basis with priority given to Very Low Income and Special Needs Households. Should more names be submitted than the funding can support, a waiting list will be established.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
- Must be primary residence, homestead property for two (2) years at time of application
- Must be current on property taxes, county utility accounts and have no count, state or federal or tax liens against the property
- Homes must not be up for sale or in the process of foreclosure
- Manufactured homes are eligible if constructed after June 1994 and classified as a real property. Assistance to manufactured homes is limited to no more than 10% of each Program Year's SHIP allocation. Homeowner must own the lot/parcel where the manufactured home is installed or where special needs modifications will be made.

C. Strategy Name: DISASTER STRATEGY	Code 5

a. Summary: The Disaster Strategy provides assistance to households following a disaster as declared by Executive Order of the President of the United States or the Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:
1. Purchase of emergency supplies for eligible households to weatherproof damaged homes.
2. Interim repairs to avoid further damage; tree and debris removal required to make the individual

housing unit habitable.
3. Construction of wells or repair of existing wells where public water is not available.
4. Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies.
5. Temporary rental assistance for renter household that have experienced a temporary financial hardship that results in missed rental payments and in danger of being evicted.
6. A self-certification streamlined verification of income, assets, etc. may be use in determining household eligibility.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $15,000.00
Maximum award rental assistance: $6,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant or deferred loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Loan Term/Affordability Period
Up to $10,000	Grant for ELI and VLI
Up to $10,000	5 Years for Low Income and Moderate Income
$10,001 - $15,000	10 Years

4. Forgiveness: Forgiven at the end of term.
5. Repayment: None as long as the loan is in good standing.

6. Default: Loans are considered in default/not in good standing if the following occur; the home is sold, transferred, foreclosed upon, or ceases to the be the recipient's primary residence. If the homeowner(s) die(s), during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria:
Assistance will be provided on a first qualified/first served basis.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
- Must be primary residence.
- Must be current on property taxes, county utility accounts and have no count, state or federal or tax liens against the home.
- Home must not be up for sale or in the process of foreclosure.
- Manufactured homes are eligible if constructed after June 1994 and classified as a real property. Assistance to manufactured homes is limited to no more than 10% of each

Program Year's SHIP allocation. Homeowner must own the lot/parcel where the manufactured home is installed or where special needs modifications will be made.

D. Strategy Name: SPECIAL NEEDS HOUSING	11

a. Summary: To assist local non-profit sponsors in developing special needs housing for eligible clients through acquisition, rehabilitation, and/or new construction of suitable units. Special needs groups are defined by Florida Statute 420.0004(13). Operational costs after initial acquisition shall be the responsibility of the sponsoring agency.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $75,000.00 per unit

e. Terms:
1. Repayment loan/deferred loan/grant: Loans will be secured by a subordinate. Recorded note and mortgage and land use restriction agreement.
2. Interest Rate: 0%
3. Years in loan term: 20
4. Forgiveness: Forgiven at the end of the term.
5. Repayment: None as long as the loan is in good standing.
6. Default: A default of the loan occurs if the Mortgagor no longer uses the property as Special Needs Housing, or if any part of the property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntary, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy, or other proceeding, or if foreclosure action is instituted against the property. A Land Use Restriction Agreement will also be required and recorded in the public records. In the event of a default, the loan shall become due and payable immediately and the loan will be repaid to Hernando County SHIP Fund as program income. SHIP assisted housing for special needs offered for sale prior to the end of the affordability period must give a first right of refusal to eligible not-for-profit organizations for purchase at the current market value for continued occupancy by eligible residents.

f. Recipient/Tenant Selection Criteria:
Assistance will be provided on a first qualified/first served basis. Properties secured through this strategy shall be limited to occupancy by persons or families who have special needs and who are under active case management. Sponsor agency/agencies shall provide income, occupancy, and case management documentation to the SHIP Administrator at least annually.

g. Sponsor /Sub-recipient Selection Criteria:
1. Sponsor must show the capacity and experience n building, financing, and developing affordable housing, and the capability to work with homebuyers and program.
2. Must provide proof of current active 501 © status.
3. Must provide three years financial records to show financial stability.
4. Show the ability to obtain financing through lenders or ability to generate donations and/or grant

funding.

5. Affordability of homes being build or rehabilitated.

h. Additional Information: N/A

E. Strategy Name: EMERGENCY REPAIRS	Code 6

a. Summary: The Emergency Repairs strategy provides assistance to qualified homeowners to make needed repairs on homestead property for families facing immediate emergencies to the home including but not limited to roof repair, roof replacement, windows, electrical hazards, septic, replacement of a hazardous, unsafe or unsanitary well, major plumbing leak, replacement of non-functioning HVAC, handicap accessibility.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $25,000.00

e. Terms:

Amount of Assistance	Loan Term/Affordability Period
Up to $10,000	Grant for ELI and VLI
Up to $10,000	5 Years for Low Income and Moderate Income
$10,001 - $25,000	10 Years

1. Interest Rate: 0%
2. Years in loan term: 10
3. Forgiveness: Forgiven at the end of the term.
4. Repayment: None as long as the loan is in good standing.
5. Default: Loans are considered in default/not in good standing if the following occur: the home is sold, transferred, foreclosed upon, or ceases to be the recipient's primary residence. If the homeowner(s) die(s), during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: Applicants/Recipients will be selected on a first qualified and first served basis.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information: Can be provided to homeowners that cannot obtain homeowners insurance due to condition of home.

- Manufactured homes are eligible if constructed after June 1994 and classified as a real property. Assistance to manufactured homes is limited to no more than 10% of each Program Year's SHIP allocation. Homeowner must own the lot/parcel where the manufactured home is installed or where special needs modifications will be made.
- Must be primary residence- homestead property for two (2) years at time of application.

- Must be current on property taxes, county utility accounts and have no county, state or federal or tax liens against the property.
- Home must not be up for sale or in the process of foreclosure.
- Applicants must allow the rehabilitation specialist to access the home for inspection to determine emergency.

F. Strategy Name: MULTI-FAMILY AFFORDABLE HOUSING	Code 21

a. Summary:

This strategy may provide SHIP funding as the local contribution for the construction or rehabilitation of multi-family rental housing units in connection with Florida Housing Finance Corporation (FHFC)'s multi-family development programs. The funds may be used to pay impact fees, application cost for other financing sources, pre-development, or development cost, and/or actual construction cost as may be otherwise allowed under the SHIP program. Program regulations require that awards apply to eligible units occupied by eligible recipients assisted with program timelines.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served Extremely low, Very low, and Low

d. Maximum award: $340,000 per development of 75 units or more with at least 20 units for VLI and 10 units ELI and $150,000 for developments of less than 75 units with at least 10 units for VLI and 8 units ELI.

e. Terms:

1. Repayment loan/deferred loan/grant: All loans will be secured by a recorded mortgage agreement, promissory note or lien and a land use restriction agreement.
2. Interest Rate: 0.00%
3. Years in loan term: 20 years
4. Forgiveness: Forgiven at the end of the term.
5. Repayment: SHIP assisted rental housing offered for sale prior to the end of the 15-year affordability period must give a first right of refusal to eligible nonprofit organizations for purchase at the current market for continued occupancy by eligible residents, per 420.9075(5)(g), F.S.
6. Default: If the owner sells, transfers or discontinues to use the property for affordable housing, the outstanding balance is due and payable.

f. Recipient/Selection Criteria:

A sponsor's designated management company will select and place eligible households into SHIP assisted units on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: Hernando County will allow qualified Applicant/Developers to submit applications for multifamily affordable housing on a first qualified, first served basis. The applications will be numbered in the order received subject to availability of multi-family funds. To be deemed qualified; Applicants/Developers must demonstrate that the proposed development is economically and technically feasible, and that all permits can reasonably be expected to be obtained. Other selection criteria include design and curb appeal, tenant services offered, experience of the developer in financing and construction of affordable rental developments. Developer selection will be based on award of funding by

the Florida Housing Finance corporation. Preference will be given to eligible sponsors that first preserve or redevelop existing public or affordable housing units/properties and second provide employment opportunities pursuant to the Welfare Transition Program.

h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

G. Strategy Name: NEW CONSTRUCTION	Code 10

a. Summary:
SHIP funds may be awarded to a sponsor/developer to build homes and/or acquire existing homes to rehabilitate for the purpose of increasing or improving the affordable housing stock. Funds can be used for infill housing or part of a larger development to alleviate cost associated with construction cost, land acquisition, infrastructure, development cost, fees and permits. Funds awarded to the sponsor/developer will be passed through to the eligible buyer to lower the sale price of the home dollar for dollar. Sale price cannot be more than the appraised price

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low,

d. Maximum award: Non profit organization $40,000.00 per unit
For profit organization $30,000 per unit

e. Terms: Developer
1. Repayment loan/deferred loan/grant: Deferred loan.
2. Interest Rate: 0%
3. Years in loan term: 2 1/2
4. Forgiveness: Forgiven at the end of the term.
5. Repayment: These funds will be allocated as a loan to the sponsor/developer. Should the sponsor/developer not utilize the funding within the thirty (30) months all funding will be returned to the Hernando County SHIP program as recaptured funds to be reallocated. If after thirty (30) months the unit is constructed and sold to a qualified recipient, the loan will be forgiven.
6. Default: These funds will be considered in default should the sponsor/developer not utilize the funding within the allowable period for thirty (30) months, all funding will be returned to the Hernando County SHIP program as recaptured funds to be allocated to another strategy.

Terms: Homebuyer
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 30
4. Forgiveness: Forgiven at the end of the term.
5. Repayment: None as long as the loan is in good standing.

Default: Loans are considered in default and repayable if the following occur: The home is sold, transferred, foreclosed upon, or ceases to be the recipient's primary residence.

If the homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient Selection Criteria:
1. Purchase price must be below the $300,000.
2. Must attend HUD approved homebuyer class.
3. Household income must be at or below 80% AMI
4. Homebuyer must be approved by first mortgage lender.

g. Sponsor Selection Criteria:
1. Sponsor must show the capacity and experience in building, financing, and developing affordable housing, and the capability to work with homebuyers and the program.

2.. Must provide three years audited financial records to show financial stability.
3. Show the ability to obtain financing through lenders or ability to generate donations and/or grant funding.

h. Additional Information: All construction shall address the Green Housing Standards listed under Program Details section of this plan.

H. Strategy Name: MANDATORY SEPTIC TO SEWER	Code 8

a. Summary:
Single-family owner-occupied residential units may qualify for financial assistance to offset the costs necessary to connect eligible homeowners to the Hernando County's central collection system when converting an existing septic system within the program referred to as septic-to-sewer.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Extremely Low, Very Low and Low

d. Maximum award: $7,500.00

e. Terms:

Amount of Assistance	Loan Term/Affordability Period
Up to $7,500	Grant for ELI and VLI
Up to $7,500	5 Years for Low Income

1. Interest Rate: 0%
2. Years in loan term: 5
3. Forgiveness: Forgiven at the end of the term.
4. Repayment: None as long as the loan is in good standing.
5. Default: Loans are considered in default/not in good standing if the following occur: the home is sold, transferred, foreclosed upon, or ceases to be the recipient's primary residence. If the homeowner(s) die(s), during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the

home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: Applicants/Recipients will be selected on a first qualified and first served basis.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information: Can be provided to homeowners that cannot obtain homeowners insurance due to condition of home.

- Manufactured homes are eligible if constructed after June 1994 and classified as a real property.
- Must be primary residence.
- Must be current on property taxes, county utility accounts and have no county, state or federal or tax liens against the property.
- Home must not be up for sale or in the process of foreclosure.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Coordinate with building department to code affordable housing cases and ensure process is monitored and improved as necessary. Implement a coding system to flag qualified developments/permits.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

Staff to review policies and processes: Prior to the adoption of any procedures or policies an analysis should be performed to determine the new policies or procedure impact on the cost of housing. If a proposed policy or procedure is not going to impact the house of

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed, or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A (2023)

HERNANDO COUNTY

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	1,896,413.00
Salaries and Benefits	$	85,656.00
Office Supplies and Equipment	$	4,680.00
Travel Per diem Workshops, etc.	$	
Advertising	$	1,000.00
Other*	$	
Total	$	91,336.00
Admin %		10.00%
		OK

Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	1,896,413.00
Salaries and Benefits	$	85,656.00
Office Supplies and Equipment	$	4,680.00
Travel Per diem Workshops, etc.	$	
Advertising	$	1,000.00
Other*	$	
Total	$	91,336.00
Admin %		10.00%
		OK

Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	1,896,413.00
Salaries and Benefits	$	85,656.00
Office Supplies and Equipment	$	4,680.00
Travel Per diem Workshops, etc.	$	
Advertising	$	1,000.00
Other*	$	
Total	$	91,336.00
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

Hernando County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines: AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government: Hernando County

Estimated Funds (Anticipated allocation only): $ 1,800,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	$70,000	0	$50,000	2	$40,000	$150,000.00	$0.00	$150,000.00	3
2	Purchase Assistance without Rehab	No	0	$50,000	2	$30,000	5	$20,000	$0.00	$160,000.00	$160,000.00	7
3	Owner Occupied Rehab	Yes	10	$90,000	5	$90,000	0	$90,000	$1,350,000.00	$0.00	$1,350,000.00	15
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repairs	Yes	3	$25,000	0	$25,000	0	$25,000	$75,000.00	$0.00	$75,000.00	3
9,10	Non Profit Construction	Yes	0	$50,000	0	$50,000	0	$50,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		14		7		7		$1,575,000.00	$160,000.00	$1,735,000.00	28
Purchase Price Limits:			New	$ 481,176	Existing	$ 481,176						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
16	Disaster Assistance	No	0	$6,000	0	$6,000	0	6000	$0.00	$0.00	$0.00	0
12	Special Needs Housing	Yes	1	$75,000	0	$75,000	0	75000	$75,000.00	$0.00	$75,000.00	1
14,21	Multi Family Affordable Housing	Yes	0	$340,000	0	$340,000	0	340000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		1		0		0		$75,000.00	$0.00	$75,000.00	1
	Administration Fees		$ -		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,810,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		91.7%	OK
Homeownership % (65% requirement)		96.4%	OK
Rental Restriction (25%)		4.2%	OK
Very-Low Income (30% requirement)		$ 1,120,000 62.2%	OK
Low Income (30% requirement)		$ 510,000 28.3%	OK
Moderate Income		$ 180,000 10.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government: Hernando County

Estimated Funds (Anticipated allocation only): $ 1,800,000

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	$70,000	0	$50,000	2	$40,000	$150,000.00	$0.00	$150,000.00	3
2	Purchase Assistance without Rehab	No	0	$50,000	2	$30,000	5	$20,000	$0.00	$160,000.00	$160,000.00	7
3	Owner Occupied Rehab	Yes	10	$90,000	5	$90,000	0	$90,000	$1,350,000.00	$0.00	$1,350,000.00	15
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repairs	Yes	3	$25,000	0	$25,000	0	$25,000	$75,000.00	$0.00	$75,000.00	3
9,10	Non Profit Construction	Yes	0	$50,000	0	$50,000	0	$50,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		14		7		7		$1,575,000.00	$160,000.00	$1,735,000.00	28
	Purchase Price Limits:		New	$ 481,176	Existing	$ 481,176						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
16	Disaster Assistance	No	0	$6,000	0	$6,000	0	6000	$0.00	$0.00	$0.00	0
12	Special Needs Housing	Yes	1	$75,000	0	$75,000	0	75000	$75,000.00	$0.00	$75,000.00	1
14,21	Multi Family Affordable Housing	Yes	0	$340,000	0	$340,000	0	340000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		1		0		0		$75,000.00	$0.00	$75,000.00	1
	Administration Fees		$ -		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,810,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		91.7%	OK
Homeownership % (65% requirement)		96.4%	OK
Rental Restriction (25%)		4.2%	OK
Very-Low Income (30% requirement)		$ 1,120,000 62.2%	OK
Low Income (30% requirement)		$ 510,000 28.3%	OK
Moderate Income		$ 180,000 10.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

\ **Hernando County**

Estimated Funds (Anticipated allocation only): $ 1,800,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
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2	Purchase Assistance without Rehab	No	0	$50,000	2	$30,000	5	$20,000	$0.00	$160,000.00	$160,000.00	7
3	Owner Occupied Rehab	Yes	10	$90,000	5	$90,000	0	$90,000	$1,350,000.00	$0.00	$1,350,000.00	15
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repairs	Yes	3	$25,000	0	$25,000	0	$25,000	$75,000.00	$0.00	$75,000.00	3
9,10	Non Profit Construction	Yes	0	$50,000	0	$50,000	0	$50,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
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Purchase Price Limits:			New	$ 481,176	Existing	$ 481,176						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
16	Disaster Assistance	No	0	$6,000	0	$6,000	0	6000	$0.00	$0.00	$0.00	0
12	Special Needs Housing	Yes	1	$75,000	0	$75,000	0	75000	$75,000.00	$0.00	$75,000.00	1
14,21	Multi Family Affordable Housing	Yes	0	$340,000	0	$340,000	0	340000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		1		0		0		$75,000.00	$0.00	$75,000.00	1
	Administration Fees		$ -		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,810,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		91.7%	OK
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Low Income (30% requirement)		$ 510,000 28.3%	OK
Moderate Income		$ 180,000 10.0%	

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: Hernando County

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to ensure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____
Witness Chief Elected Official or designee

_____ Jerry Campbell, Chairman
Witness Type Name and Title

_____
Date

OR

_____
Attest: (Seal)

Approved as to form
and legal sufficiency
By Michael Cowan
County Attorney's Office

Exhibit E
67-37.005(1), F.A.C.
2026

RESOLUTION #: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Hernando County Housing and Supportive Services Department has prepared a three-

year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Hernando County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA that:

Section 1: The Hernando County Board of County Commissioners hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025, 2025-2026.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 29th day of January 2026.

_____
Jerry Campbell, Chairman

(SEAL)

ATTEST:

_____
County Clerk

Approved as to form
and legal sufficiency
By: Michael Cowan
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Procurement Department
Prepared By: Carla Rossiter-Smith
Initiator: Carla Rossiter-Smith
DOC ID: 17013
Legal Request Number:
Bid/Contract Number:

TITLE
Replacement Merchant Application and Agreement With Netevia for Government Payment Processing Services to Correct Omission in Previously Approved Agreement

BRIEF OVERVIEW
On December 16, 2025, the BOCC approved award of contract to Netevia for processing Credit Card payments for Parks and Recreation Parking Payment Management Services (LS 16548).

The purpose of this item is to correct an omission in the agreement.

FINANCIAL IMPACT
NA

LEGAL NOTE
In accordance with Part II, Chapter 2, Article V and Section 2-108(c)(6) of the Hernando County Code of Ordinances.

RECOMMENDATION
It is recommended that the Board accept the corrected agreement and approve the Chairman's signature on the attached, corrected agreement.

REVIEW PROCESS

Pamela Hare	Approved	01/22/2026 9:46 AM
Carla Rossiter-Smith	Approved	01/22/2026 11:47 AM
Melissa Tartaglia	Approved	01/22/2026 12:29 PM
Heidi Prouse	Approved	01/22/2026 2:20 PM
Toni Brady	Approved	01/22/2026 2:40 PM
Jeffrey Rogers	Approved	01/23/2026 10:40 AM
Colleen Conko	Approved	01/23/2026 10:44 AM

NETEVIA

2590 Hollywood Blvd,
Hollywood, FL 33020

MERCHANT APPLICATION AND AGREEMENT

MERCHANT #: _____ Sales Rep. name: _____ ISO #: _____

1. BUSINESS INFORMATION

Corporate / Legal Name: COUNTY OF HERNANDO BOARD OF COUNTY COMMISSIONERS	Merchant Name (Dba Or Trade Name): HERNANDO COUNTY BCC
Corporate Address: 20 N Main Street Room 264	Location Address:
City: Brooksville State: FL Zip: 34601	City: State: Zip:
Contact Business #: 352-540-6788 Federal Tax Id#: 59-1155275	Contact Business #: Email Address:
Years In Business: # Of Locations: Please Choose Mailing Address: ☐ DBA ■ LEGAL	WEBSITE:

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per: IRS regulations.

2. OWNERS / PARTNERS / OFFICERS

All Owners with up to 25% or more ownership or owners with significant responsibility managing the legal entity must be added.

OWNERS /PARTNERS /OFFICERS 1	OWNERS /PARTNERS /OFFICERS ***
Name: Jerry Campbell	Name: _____ Ownership % _____
Title: Chairman, Hernando County BOCC % Of Ownership* _____ Guarantor** ☐ Yes ■ No	Name: _____ Ownership % _____
Home Address:	Name: _____ Ownership % _____
City: State: Zip:	Additional information for ownership: _____
Telephone:	
Social Security #: Date of Birth: 11/19/76	
Email Address:	

Prior Bankruptcies: ☐ Yes ☐ No ☐ Business ☐ Personal Date Discharged: _____

*Each individual who owns, directly or indirectly through any contract, arrangment, understanding relationship or otherwise, 25% or more of the equity interests of the Client, or who is the Client's sole proprietor, must be added.
** A Guarantor means a "beneficial owner" who is identified as the authorized signer, with significant responsibility and control (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer).
***An addendum will be provided for any owner not stated on the application with 25% or more ownership in the aforementioned company(or legal entity)

3. SALES PROFILE

DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER® NETWORK? ☐ Yes ☐ No

Average Ticket $ _____	Maximum Ticket $ _____	Monthly Volume $ _____

Funding: ☐ Regular ☐ Next Day ☐ Same Day Billing type: ☐ Monthly ☐ Daily

Must equal to 100%	
Retail Chip/Swipe	%
Card Present Keyed	%
Mail/phone	%
Internet	%

Business to Business % _____ To Consumer % _____ To Government % _____

4. BUSINESS PROFILE

OWNERSHIP: MUST PROVIDE DOCUMENTATION

☐ INDIVIDUAL / SOLE PROPRIETOR ☐ LLC ☐ PA/PC ☐ PUBLICLY TRADED ☐ OTHER: _____
☐ PARTNERSHIP ☐ CORPORATION ☐ GOVERNMENT ☐ NON-PROFIT

BUSINESS TYPE: ☐ RETAIL ☐ RESTAURANT ☐ SERVICE ☐ INTERNET ☐ LODGING ☐ OTHER: _____

MCC: Goods and services:

Bank Name: Routing Number #: Account Number #:

Please describe your refund / return policy:

5. SITE INSPECTION SURVEY

MERCHANT: ☐ OWNS ☐ RENTS NAME & ADDRESS LANDLORD/MGT.CO: _____

AREA ZONED: ☐ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL **SQUARE FOOTAGE:** ☐ 0-500 ☐ 501-1000 ☐ 1001-2000 ☐ 2001-4000 ☐ OTHER (EST. SQ. FT)

INVENTORY MAINTAINED: ☐ ON SITE ☐ WAREHOUSE OFF SITE ☐ FULFILLMENT CENTER , PROVIDE NAME & ADDRESS _____

WAS THE OFF-SITE LOCATION VISITED?: ■ YES ☐ NO IF NO, EXPLAIN: _____

DOES THE AMOUNT OF INVENTORY ON SHELVES , FLOOR AND IN WAREHOUSE APPEAR CONSISTENT WITH THIS TYPE OF BUSINESS AND CREDIT CARD VOLUME?:
■ YES ☐ NO IF NO, EXPLAIN: _____

DOES THE SIGNAGE INSIDE AND OUTSIDE MATCH THE GOODS OR SERVICES SOLD LISTED ON THE APPLICATION?:
■ YES ☐ NO IF NO, EXPLAIN: _____

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): _____ Signature: _____ Date: _____

6. CARD NOT PRESENT INFORMATION

If you process 20% or more of your credit card volume without chip and or card present, please complete the section below:

1. Please submit your product catalog, brochures, promotional materials, a current price list, and a copy of your service agreement with card holder if applicable. If on the internet, please include screen-prints of your website address if your site is not yet active.

2. If internet, please check your type of business.

☐ Web Hosting ☐ Domain Registration ☐ Web Page Design ☐ Auction ☐ Internet Service Gateway

☐ Selling Digital Service ☐ Advertisement ☐ Selling Hard Goods ☐ Other: _____

If you're an e-commerce business or if you're selling online, list the encryption methods, vendors and controls used to secure transaction information _____

3. How will the product be advertised or promoted?: _____

4. Billing Methods (Check All that Apply): ☐ Monthly _____ % ☐ Yearly _____ % ☐ Quarterly _____ % ☐ One Time _____ % ☐ Hourly _____ %

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased: _____

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full: _____

7. Please describe how a sale takes place from beginning of order until completion of fulfillment: _____

7. SERVICE ACCEPTANCE AND FEE SCHEDULE

☐ **Surcharge (Pass on Credit Card processing fees to customers)**

Credit Card Surcharge Amount	%	$	Debit Card Pass-thru Interchange	%	$

Merchant is responsible for all processing fees on Card transactions. If Merchant does not apply a Surcharge to a Card transaction, the Merchant is still responsible for the associated processing fees. As a Surcharge Merchant, you agree to post signage as required by the Card Organizations or Settlor that informs Cardholders and/or customers of the Merchant Surcharge policy. The signage shall be placed at the entry point of the store and at the point of sale. When conducting an ecommerce transaction, the surcharge disclosure shall appear on the frst page that references credit card brands and shall include the % of the surcharge on credit card transactions. **American Express shall deduct a fee from each Charge from Merchant submitted to American Express by Bank (or ISO) for settlement ("Wholesale Fee"). The Wholesale Fee is not interchange.**

☐ **Pass Through Interchange**

Visa/MasterCard/Discover Qual Credit	%	Visa/MasterCard/Discover Qual Debit	%	American Express Qual Credit	%

☐ Tiered ■ Flat Rate	QUAL			MID			NON	
Visa/MasterCard/Discover Qual Debit	3.0 %	$0.20	Visa/MasterCard/Discover Debit Mid Qual	%	$	Visa/MasterCard/Discover Debit Non Qual	%	$
Visa/MasterCard/Discover Qual Credit	3. %	$0.2	Visa/MasterCard/Discover Credit Mid Qual	%	$	Visa/MasterCard/Discover Credit Non Qual	%	$
Amex Opt Blue Qual	3. %	$0.2	Amex Opt Blue Mid Qual	%	$	Amex Opt Blue Non Qual	%	$

☐ **ERR**

Visa/MC/Discover/Qual Credit	%	Visa/MC/Discover/Qual Debit	%	American Express/Qual Credit	%

Pin Debit Fee Schedule

☐ Pass Through Pin Debit Network Fees. **YOU MUST SELECT TO ENABLE PIN DEBIT**

☐ Pin Debit Discount Rate	%	Pin Debit Transaction Per Item	$

8. AUTHORIZATION, MONTHLY & SPECIAL PROGRAM FEES

Visa/MC/ Discover $ 0	Amex $ 0	Pin Debit $ 0	Pin Debit Access Fee $ 0	Batch Fee $ 0	AVS $ 0	Wirelesss Per Item $ 0	Wireless Access Fee $ 0
Wireless Activation $ 0	Statement Fee $ 0	Monthly Minimum $ 0	Internet Gateway Access Fee $ 0	Internet Gateway Per Item $ 0	Voice Auth $ 0	Annual Fee $ 0	PCI Non-Compliance $ 0
PCI Monthly Fee $ 0	PCI Annual Fee $ 0	Chargeback Fee $ 12.5	Retrieval Fee $ 0	1099K Reporting $ 0	TIN Mis-Match (until validated) $ 0	ACH Reject Fee $	ETF Fee $ 0
Next Day Funding (cut off time 10:45 pm ET) $ 0	Same Day Funding (cut off time 1:45 pm ET) $ 0	Pass Through Dues & Assessments ☐	Pin Debit Annual Fee $ 0	Annual Fee $ 0	EBT $ 0	FCS # (please provide copy of license):	

	$	Start Mo/Yr	Frequency (one-time, monthly, annually)		$	Start Mo/Yr	Frequency (one-time, monthly, annually)
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			

9. EQUIPMENT SETUP

Type of Equipment	Manufacturer	Model	Qty	Deployment
☐ Terminal ☐ Pin Pad ☐ Printer ☐ VAR				☐ Reprogram (merchant owned) ☐ Purchased by ISO/Agent ☐ New Order (attach Purchase Order Form) ☐ Placement (attach placement agreement)
☐ Terminal ☐ Pin Pad ☐ Printer ☐ VAR				☐ Reprogram (merchant owned) ☐ Purchased by ISO/Agent ☐ New Order (attach Purchase Order Form) ☐ Placement (attach placement agreement)

SHIPPING INSTRUCTIONS	TERMINAL FEATURES	
☐ SHIP TO MERCHANT	Connection:	☐ Dial ☐ Ethernet ☐ Wireless 3G
☐ SHIP TO SALES REP	Auto-Close Time:	
☐ DO NOT SHIP. SALES REP PROVIDE TERMINAL. SERIAL NUMBER	Report Type:	☐ Detailed ☐ Total ☐ Both
☐ DO NOT SHIP. SALES REP PICK UP	Special Instructions	

10. MERCHANT ACCEPTANCE AND AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate or company power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement; (v) has received and reviewed a copy of the terms and conditions available on Netevia website at: https://netevia.com/merchant-agreements/ (or Merchant requested and has been provided with a paper form of these terms and conditions) and agrees to these terms and conditions, (vi) Terms and Conditions available on Netevia website may be amended with prior notice to merchant. Merchant understands that this Agreement shall not take effect until Merchant has been approved by the Bank and a merchant number is issued.

*If your Merchant account starts with the following digits, you are an Esquire bank customer: 9180, 9254,If your Merchant account starts with the following digits, you are an Evolve bank customer: 5581, If your Merchant account starts with the following digits, you are an FFB bank customer: 7421. If your merchant account starts with 7185 you are a North American Banking Company customer.

Merchant: _____ Date: _____ Signature of Principal/ Owner #1: _____ Title: _____
Print Legal Name of Merchant Business

Processor: Netevia
(Signature): Norma Ramgopal
(Name and Title): Norma Ramgopal, Vice President of Underwriting

Signature of Principal/ Owner #2: _____ Title: _____

11. PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1: _____ Date: _____ Guarantor #2: _____ Date: _____

12. BANK DISCLOSURE

Member Bank Information:

Member Bank Information: Evolve Bank & Trust, 6000 Poplar Ave, Suite 300 Memphis, TN 38119

Member Bank Information: ESQUIRE BANK, NA, 100 Jericho Quadrangle, Suite 100 Jericho, NY 11753. (516)535-2002

Member Bank Information: FFB Bank, 7690 N Palm Ave # 101 Fresno, CA 93711

Member Bank Information: North American Banking Company, 1901 Oakcrest Ave, Suite 9a Roseville, MN 55113

1. Bank is the only entity approved to extend acceptance of VISA, MasterCard, Discover and American Express products directly to a Merchant.
2. Bank must be a principal (signor) to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA, MasterCard, Discover and American Express Operating Regulations with which Merchants must comply.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

Important Merchant Responsibilities: The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member— Bank —is the ultimate authority should the Merchant have any problems.

Merchant's Signature: _____ Date: _____

Merchant's Printed Name: _____ Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

MERCHANT AGREEMENT

In consideration of the mutual promises and covenants contained in this Merchant Agreement ("Agreement"), and the agreement of Merchant to participate in the card processing services program established by Bank, the parties agree as follows:

1. Parties

The parties to this Agreement are FFB BANK, a state chartered bank whose address is 7690 N Palm Ave # 101 Fresno, CA 93711, or ESQUIRE BANK, a federally chartered bank whose address is 100 Jericho Quadrangle, Suite 100, Jericho, New York 11753 or EVOLVE BANK & TRUST, a federally chartered bank whose address is 6070 Poplar Avenue, Ste. 200, Memphis, TN 38119 or North American Banking Company a federally chartered bank whose address is 2230 Albert Street, Roseville, MN, 55113 (each, a "Bank"), and Tot Payments, LLC, dba: Netevia, a Florida Limited Liability Corporation, whose address is 2590 Hollywood Blvd, Hollywood, FL 33020 ("ISO"), and the Merchant set forth on the Merchant Application form to which this Agreement is attached ("Merchant").

2. Definitions

For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context otherwise requires: "Address Verification" means a service that allows Merchant to verify the home address of Cardholders with the relevant Issuer.

"Applicable Law" means: (i) all applicable federal, state and local laws, rules and regulations; and (ii) the Rules.

"Association(s)" means VISA U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and Discover Financial Services LLC ("Discover").

"Authorization" means an affirmative response, by or on behalf of an Issuer to a request to effect a Transaction, that a Transaction is within the relevant Cardholder's available credit limit and that the Cardholder has not reported the Card lost or stolen. All Transactions requiring Authorization by the Associations must be authorized.

"Authorization Center" means the facility or facilities designated from time to time by Bank or ISO to which Merchant shall submit all requests for Authorization.

"Business Day" means any day other than: (i) a Saturday or Sunday; or (ii) a day on which banking institutions in New York are authorized by law or executive order to be closed (and on which Bank is in fact closed).

"Card(s)" means either a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre–paid, stored–value or gift card.

"Cardholder" means a person authorized to use a Card.

"Chargeback" means a Transaction that Bank returns to Merchant pursuant to this Agreement.

"Credit Information" means all information that may be made available to ISO by any credit agency regarding Merchant or the individuals associated with Merchant in the Merchant Application form.

"Forced Sale" means a sales Transaction processed without an approved electronic Authorization number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.

“Full Recourse Transactions” means mail orders, telephone orders, e–commerce (Internet) orders, Pre–Authorized Recurring Order Transactions, and other “card not present” sales.

“Issuer” means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

“Merchant Statement” means an itemized monthly statement of all charges and credits to the Operating Account (as that term is defined in Section 5 of this Agreement).

“Monthly Chargeback Violation,” for any given calendar month, means that more than five Chargebacks have been processed in that month and that the Transaction Chargeback Ratio for that month is equal to or greater than 1%.

“Mid–Qualified Transactions” means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations

“Netevia Banking Services” means the services offered by Netevia as defined in the Netevia Banking Terms & Conditions available at Banking Terms & Conditions.

“Non–Qualified Transactions” means: (i) any Transaction submitted for processing more than 48 hours past the time the Authorization occurred; (ii) any Transaction missing required data; and (iii) any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

“Normal Transaction” means a Transaction in which the Card is swiped through or dipped in a terminal, register or other device, capturing the Card information encoded on the Card’s magnetic strip.

“Pre–Authorized Recurring Order Transaction” means a Transaction that has been preauthorized by the Cardholder and for which the goods or services are to be delivered or performed in the future by Merchant without having to obtain approval from the Cardholder each time.

“Qualified Transactions” means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

“Rules” means all rules, regulations, by–laws, standards and procedures adopted and/or amended from time to time by the Associations (including, without limitation, the Payment Card Industry Data Security Standard), Bank and each relevant Issuer.

“Services” means the transaction processing services described in the attached Merchant Services Agreement, as the same may be amended from time to time by Bank, in its sole discretion.

“Transaction” means the acceptance of a Card or information embossed on the Card for payment for goods sold and/or leased or services provided to Cardholders by Merchant and receipt of payment from Bank, whether the Transaction is approved, declined, or processed as a Forced Sale. The term “Transaction” also includes credits, errors, returns and adjustments.

“Transaction Chargeback Ratio,” for any given calendar month, means the number of Chargebacks processed in that month divided by the total number of Transactions processed in that month.

“Volume Information” means the value and amount of Transaction volume processed by Merchant for a specific period of time.

3. Services Provided to Merchant

During the term of this Agreement, subject to the terms and conditions of this Agreement: (i) ISO shall provide technical documentation as needed, and technical support and customer support (including, without limitation, Authorization, settlement and Chargeback processing and reporting), twenty–four hours each day, seven days each week, in order to allow Merchant to accept and process Transactions; and (ii) Bank shall provide the Services to Merchant.

4. Term

This Agreement shall become effective when all parties sign the Merchant Application form to which this Agreement is attached (or in connection with which this Agreement is provided) and, unless sooner terminated, shall remain in effect for a term of three (3) years. This Agreement shall renew automatically for successive terms of three (3) years each unless any party provides written notice of termination to the other parties at least 90 days prior to the end of the then–current term. All existing obligations, warranties, indemnities, and agreements with respect to Transactions entered into before such termination shall remain in full force and effect, and regardless of any such termination, the Merchant shall remain liable for all obligations to Cardholders and Bank that are incurred while this Agreement is in effect.

5. Merchant Operating Account

Prior to accepting any Cards, the Merchant shall establish a demand deposit account at Bank, or at a financial institution approved by Bank (the "Operating Account"), through which fees, charges and credits due to Merchant in accordance with this Agreement may be processed. Merchant authorizes Bank to debit all amounts Merchant owes Bank hereunder or any other agreement entered into between Merchant and Bank from the Operating Account, whether maintained at Bank or another financial institution, at times deemed appropriate by Bank, through the ACH Banking Network or by a manual debit of the Operating Account. Merchant waives any and all claims for loss or damage arising out of any such charges or debits to the Operating Account.

6. Reserve Account

Upon, or at any time after, execution of this Agreement, Bank may establish a reserve account at Bank (the "Reserve Account") in such amount as Bank from time to time may determine in its sole discretion. Bank may fund the Reserve Account by deducting amounts from payments due to Merchant, by effecting a charge against Merchant's Operating Account or against any of Merchant's accounts at Bank, or by demanding payment from Merchant (which payment Merchant shall make within ten (10) days after receipt of any such demand). The Reserve Account will be maintained for a minimum of nine months after the date on which this Agreement terminates or until such time as Bank determines that the release of the funds to Merchant is prudent, in the best interest of Bank, and commercially reasonable, and that Merchant's account with Bank under this Agreement and any other agreement entered into between Merchant and Bank is fully resolved. Merchant and ISO acknowledge and agree that only Bank, and not ISO, may authorize or effect any release of funds from the Reserve Account. Bank may withdraw funds from the Reserve Account at any time to offset any indebtedness of Merchant to Bank that may arise out of or relate to the obligations of Merchant under this agreement (including, but not limited to, Chargebacks and fees) or to offset any other indebtedness of Merchant to Bank under any other agreement entered into between Merchant and Bank. Upon expiration of this nine- month period, any balance remaining in the Reserve Account will be paid to Merchant. Bank will inform Merchant in writing of any charges debited to the Reserve Account during this nine-month period. Notwithstanding the foregoing, Bank, in its sole discretion, may release funds from the Reserve Account prior to the expiration of

such nine–month period based on its assessment of the risks associated with effecting such release. Merchant may be charged a fee (the "Monthly Inactivity Fee") each relevant calendar month that Merchant has failed to process a transaction for a period of 90 consecutive days. Each such Monthly Inactivity Fee will be equal to 2% of the expected monthly volume submitted by Merchant in the Merchant Application form to which this Agreement is attached, up to a maximum amount of $1000, and, if applicable, will be deducted from the Reserve Account until it is depleted.

7. Fees

Merchant shall pay to Bank all fees specified in the Merchant Services Agreement, as amended by Bank from time to time. For each Transaction, Bank will charge Merchant as follows:

(a) An amount ("Merchant Discount Fees") equal to a specified percentage of the total cash price of each sales and cash withdrawal Transaction ("Merchant Discount Rate");

(b) A specified amount per Transaction ("Transaction Fee"); and

(c) A specified amount per Authorization ("Authorization Fee").

The Merchant Discount Rate, Authorization Fees and Transaction Fees are set forth on the Merchant Services Agreement. Different Merchant Discount Rates may apply to Qualified, Mid–Qualified and Non–Qualified Transactions, as shown in the Merchant Services Agreement. Merchant agrees that Bank will, and authorizes Bank to, deduct Merchant Discount Fees from the Operating Account or Reserve Account on a daily basis unless a monthly basis is specified in the Merchant Services Agreement. Merchant also agrees to pay to Bank the amount of any fees, charges or penalties assessed against Bank by any Association or Issuer for Merchant's violation of any Applicable Law. Merchant shall pay Bank for any other services provided to Merchant by Bank and for all other fees shown in the Merchant Services Agreement, including, but not limited to, monthly minimum fees, Chargeback fees and customer service fees.

8. Billing

All amounts Merchant owes to Bank, for any reason, may be charged to the Operating Account or Reserve Account, recouped by adjustment to any credits due to Merchant, or set off against any account or property Bank holds for or on behalf of Merchant.

9. Security Interest

As security for the performance by Merchant of all of its obligations under this

Agreement, Merchant hereby grants to Bank a security interest in: (i) the funds held in the Operating Account and in the Reserve Account; and (ii) any inventory with respect to which a Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Bank such documents, in form satisfactory to Bank, as Bank may reasonably request in order to perfect Bank's security interest in the Operating Account, Reserve Account and such inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Bank to be necessary or desirable. Bank is authorized to file financing statements relating to the Operating Account, the Reserve Account and such inventory without ISO where authorized by law. Merchant appoints Bank as its attorney– in–fact to execute such documents as are necessary or desirable to accomplish perfection of any security interests. This appointment is coupled with an interest and shall be irrevocable as long as Merchant owes any amount to Bank.

10. Processing Transactions

(a) Merchant shall obtain Authorizations and process Transactions using such equipment and software as may be approved from time to time by Bank, in its sole discretion (the "Equipment"). Merchant shall validate Cards and Cardholders in face–to– face transactions as required by Applicable Law.

(b) Merchant shall obtain Authorizations for Transactions in a manner required by Applicable Law and in the manner, and following the processes and procedures, determined from time to time by Bank, in its sole discretion, and communicated to Merchant by either Bank or ISO.

(c) Merchant shall not submit a Transaction to Bank (electronically or otherwise) until Merchant has performed its obligations to the Cardholder in connection with the Transaction or obtained Cardholder's consent for a Pre– Authorized Recurring Order Transaction.

(d) Merchant shall not transmit any Transaction to Bank that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder.

(e) Merchant shall not process a Transaction that does not result from an act between a Cardholder and Merchant.

(f) Merchant shall not request or use any Card number for any purpose other than as payment for its goods or services.

(g) Merchant may transmit a Transaction that effects a prepayment of services or full prepayment of custom–ordered merchandise, manufactured to a Cardholder's specifications, if Merchant advises Cardholder of the immediate billing at the time of the Transaction and within time limits established by the Associations.

11. Prohibited Transactions

Merchant shall not do any of the following:

(a) Establish a minimum on debit cards or greater than $10.00 on credit cards or a maximum dollar Transaction amount;

(b) Obtain multiple Authorizations for amounts less than the total sale amount;

(c) Obtain Authorization for the purpose of setting aside the Cardholder's credit line for use in future sales;

(d) Extend credit for or defer the time of payment of the total cash price in any Transaction;

(e) Honor a Card except in a Transaction where a total cash price is due and payable;

(f) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(g) Transmit or accept payment for any Transaction that was not originated directly between Merchant and a Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application form to which this Agreement is attached;

(h) Honor or accept a Card as payment for any legal services or expenses arising out of or related to: (i) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (ii) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

(i) Use Merchant's own Card, or one to which Merchant has access, to process a Transaction for the purpose of obtaining credit for Merchant's own benefit;

(j) Re–process any Transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval;

(k) Initiate a Transaction credit without a preceding debit at least equal to the credit;

(l) Initiate a Transaction credit without a balance in the Operating Account at least equal to the credit;

(m) Use the Equipment or any data received thereon for any other purpose other than for determining whether or not Merchant should accept checks or Cards in connection with a current sale or lease of goods or services;

(n) Use the Equipment or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement;

(o) Draw or convey any inference concerning a person's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non–accepted;

(p) Disclose any information obtained through the Equipment to any person except for necessary disclosures to affected Cardholders, Bank and/or the Issuer;

(q) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant;

(r) Disburse funds in the form of cash **solely for the purpose of providing a cash advance or cash loan on a Card transaction. This does not restrict Merchant's ordinary cash handling or lawful refund practices;**

(s) Accept a Card to collect or refinance an existing debt (whether originally owed to Merchant or otherwise) that is considered uncollectible (for example, payments to a collection agency or attempts to recover funds for a dishonored check) except to the extent specifically permitted by Applicable Law;

(t) Issue a Transaction credit in respect of goods or services acquired in a cash transaction which are returned;

(u) Make any cash refund to a Cardholder who has made a purchase with a credit Card (all Transaction credits shall be issued to the same credit Card account number used in the sale);

(v) Require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature or any other Card account data in plain view when mailed;

(w) Accept a Card for the purchase of Scrip (as defined by applicable VISA regulations), except to the extent specifically permitted by Applicable Law;

(x) Accept any payment directly from a Cardholder for previous Card charges incurred and processed by Merchant;

(y) Require, through an increase in price or otherwise, any Cardholder to pay any surcharge in connection with any Transaction or to pay any part of any charge imposed on Merchant by Bank except, in either case, as expressly permitted by, and under terms and conditions that comply in full with, Applicable Law;

(z) Provide cash to a Visa cardholder unless Merchant is either (i) participating in Visa Cash–Back Services or (ii) a hotel or cruise line; (aa) Cause any Cardholder to waive its right to dispute a Transaction; (bb) Request the Card Verification Value 2 data (as defined by Visa) on any paper order form; (cc) Request a Cardholder account number for any purpose that is not related to payment for goods or

services; or (dd) Add any tax to Transactions, unless applicable law expressly requires that a merchant be permitted to impose a tax, and only if such tax is included in the Transaction amount and not collected separately.

12. Prohibition of Furnishing Account Information; Use of Third Parties

Merchant shall not, without the Cardholder's consent, sell, purchase, provide or exchange any Card information in the form of Transaction documents, carbon copies of imprinted Transaction documents, mailing lists, tapes, journal rolls or other media obtained through the use of a Card to any third party. Merchant may use third parties that do not have a direct agreement with Bank as Merchant's agent for the direct delivery of Transactions for clearing and settlement if:

(a) Merchant advises Bank that it will use a third–party processor in this capacity, identifying the third party so selected by Merchant;

(b) Merchant agrees that Bank will reimburse Merchant only for the Visa Transactions delivered by that third– party processor to VisaNet; and

(c) Merchant assumes responsibility for any failure by its third–party processor to comply with Applicable Law. Merchant shall notify Bank of the identity of any third party performing services to Merchant in connection with which such third party has access to any Card information.

13. Daily Reconciliation of Transactions

(a) Electronically Transmitted Transactions. Bank shall control and disburse all Transaction–related settlement funds to Merchant. Transactions with respect to which Bank receives payment from or through the Associations will be settled on a daily basis, and, except as otherwise expressly provided or permitted pursuant to the terms of this Agreement, Bank shall deliver payment to Merchant in connection with such Transactions by effecting a credit to the Operating Account equal to the reconciled and paid summary Transaction total of all of Merchant's total paid summary Transactions since the previous credit. Notwithstanding the foregoing, Bank may, in its sole discretion, effect a credit to the Operating Account in connection with any Transaction prior to the point in time Bank receives payment in connection therewith from or through the Associations. In either case, Bank may, if necessary or appropriate, reduce any credit made to the Operating Account by, and/or Bank may require that Merchant pay to Bank an amount equal to: (i) the sum of all Cardholder charges denied, refused or charged back; (ii) all refunds processed on account of Cardholders during said time period; (iii) the amounts, fees and charges, including (but not limited to) Chargebacks, Merchant owes Bank hereunder or under any other agreement entered into between Bank and Merchant; (iv) all taxes, penalties, charges, fees and other items incurred by Bank that are reimbursable pursuant to this Agreement; (v) all applicable rates, fees and charges described in the Merchant Services Agreement; (vi) any amount Bank previously credited to the Operating Account that Bank determines, in good faith, was incorrectly so credited; and (vii) any amount Bank determines, in its sole discretion, represents unacceptable risk to the relevant Cardholder or Bank. Any application of funds associated with the settlement of Transactions that differs from the foregoing must be agreed to, in writing, by Bank and Merchant and may not, in any respect, violate Applicable Law.

(b) Reconciliation of Transactions. Merchant shall reconcile each settled Transaction within fifteen (15) days after the date on which such Transaction is submitted to Bank for payment, and shall notify Bank and ISO immediately of any discrepancies or errors Merchant notes as a result of such reconciliation. Neither Bank nor ISO shall have any responsibility or liability for Transaction–related errors or omissions that are

brought to their attention more than thirty (30) days after the date on which the Transaction to which such error or omission relates is first presented to Bank for settlement.

(c) Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by Bank until such time that the Transaction is final and no longer subject to Chargeback by the Issuer, Cardholder or Associations. Bank may withhold payment for a Transaction to Merchant, for any reason, until such time as the Transaction has been verified as legitimate by the relevant Issuer, or Bank receives adequate supporting documentation from Merchant to authenticate the Transaction and mitigate Chargeback risk.

14. Adjustments and Returns

Merchant will maintain a fair exchange and return policy and make adjustments with respect to goods and services sold and/or leased to its customers whenever appropriate. If Merchant limits its acceptance of returned merchandise, or if Merchant is an Electronic Commerce Merchant, Merchant will ensure that its return policy are clearly set forth on the Transaction receipt or on Merchant's website, as required by Applicable Law. If goods are returned, or services are terminated or canceled, or any price is adjusted, Merchant will prepare and transmit a credit or return Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of Transactions transmitted that day. If the amount of credit or return Transactions exceeds the amount of sales Transactions, Merchant shall pay the excess to Bank. Merchant shall make no cash refunds on credit Transactions and shall handle all credit adjustments as provided in this Section 14. If no refund or return will be given, Merchant must advise Cardholder in writing, at the time of the Transaction, that the sale is a "final sale" and "no returns" are permitted. Merchant must advise Cardholder in writing of any policy of Merchant that provides for no–cash refunds and in–store credit only. Merchant shall follow Association reservation/no–show policies, and shall notify Cardholders in writing of this policy on all advance reservations. Merchant also shall notify Cardholders at the time of the reservation of the exact number of days required for reservation deposit refunds.

15. Chargebacks

The acceptance by Bank of any Transaction processed in accordance with the terms of this Agreement shall be without recourse to Merchant, except for: (i) Full Recourse Transactions; (ii) as otherwise indicated in this Agreement; and (iii) under any of the following circumstances:

(a) No specific prior Authorization for the Transaction was obtained from the Authorization Center, the approval number does not appear in the electronic transmittal that is maintained by Bank, or the Transaction was submitted to the Bank or ISO thirty (30) days or more after the date on which the goods and/or services to which the Transaction relates were purchased or leased by the relevant Cardholder;

(b) The Transaction was based on a pre-authorization form, the Card on which the Authorization was based was canceled and Merchant was so notified prior to the Transaction;

(c) The Card giving rise to the Transaction was canceled and prior to, or at the time of, the Transaction, and Merchant received notice of the cancellation through the electronic terminal, in writing or otherwise;

(d) The Card expired prior to the date of the Transaction or the date of the Transaction was prior to the validation date, if any, indicated on the Card;

(e) The Transaction information required by this Agreement was not submitted to Bank, or the procedures required by this Agreement to be followed in connection with processing a Transaction were not followed;

(f) Bank or Issuer receives a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder;

(g) The Cardholder makes a written complaint to Bank or Issuer that the Cardholder did not make or authorize the Transaction;

(h) A setoff or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of an action to enforce payment against the Cardholder in the Transaction;

(i) The Transaction was made at or by a merchant other than Merchant;

(j) The Transaction otherwise violates the terms of this Agreement or any Applicable Law;

(k) A Transaction is charged back by an Issuer; or

(l) Any representation or warranty made by Merchant in connection with the Transaction is false or inaccurate in any respect. In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or Reserve Account for such a Transaction, Bank may return the Transaction to the Merchant, and Merchant shall pay Bank the amount of the Transaction. Merchant agrees that it is solely responsible for all Chargebacks, and that Bank, without prior notice to Merchant, may: (i) charge the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the amount of the Transaction by adjustment of the credits due to Merchant; and/or (iii) set off the amount of the Transaction against any account or property Bank holds for or on behalf of Merchant. If Merchant disagrees with Bank's decision to charge back a Transaction, Merchant must so notify Bank in writing within 10 days of the Chargeback, and provide documentation that the dispute has been resolved to Cardholder's satisfaction or proof that a credit has been issued. Without limiting the generality of any other provision of this Agreement, if Bank or ISO, if ISO has indemnified Bank, takes legal action against Merchant for any Chargebacks or any amounts due Bank or ISO hereunder, each party shall be responsible for its own attorneys' fees and costs, except as may be awarded by a court of competent jurisdiction.

16. Merchant Statement

At least once each month, Bank shall provide a statement (the "Merchant Statement") to Merchant. All information appearing on the Merchant Statement shall be deemed accurate and affirmed by Merchant unless Merchant objects by written notice specifying the particular item in dispute within 30 days of the date of the Merchant Statement.

17. Retention of Information

Merchant shall retain the information required to be submitted in connection with a Transaction or to be maintained in connection with a complaint for seven years from the date of the Transaction or the complaint. At the request of Bank, Merchant shall provide such information to Bank or ISO, as directed by Bank, within five (5) days of receipt of a request from Bank. Failure to meet such time frame or non–delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall, among other things, constitute a waiver by Merchant of any claims and may result in an irrevocable Chargeback for the full amount of the Transaction. ISO shall have the right to use Merchant-provided information (such as, but not limited to, Credit Information and Volume Information) in a manner that at all times complies with Applicable Law, to facilitate the provision of additional services to Merchant (such as, but not limited to, Netevia Banking Services).

18. Recovery of Cards

Merchant will use its best efforts to reasonably and peaceably recover and retain any Card with respect to which Merchant receives notification of cancellation, restrictions, theft or counterfeiting. This notice may be given: (i) electronically through the Equipment; (ii) by the Authorization Center through any means; or (iii) by listing on any canceled Card or restricted Card list. Merchant shall also take reasonable steps to recover a Card that it has reasonable grounds to believe is counterfeit, fraudulent or stolen.

19. Customer Complaints

Merchant shall respond promptly to inquiries from Cardholders and shall attempt to resolve any disputes amicably. If unresolved disputes occur with a frequency unacceptable to Bank, Bank may terminate this Agreement. Bank reserves the right to charge Merchant reasonable fees and reimbursement on account of excessive Cardholder inquiries, refunds or Chargebacks. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice: (a) The Cardholder's name; (b) The Card account number; (c) The date and time the Cardholder asserted the claim or defense; (d) The nature of the claim or defense; and (e) The action that Merchant took in an attempt to resolve the dispute. Upon request, Merchant shall furnish Bank with this information in writing within 10 days.

20. Confidentiality

Merchant shall treat all information received in connection with this Agreement as confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to ISO and to Issuers.

21. Compliance with Applicable Law

a. General. Merchant represents and warrants that it has obtained all necessary regulatory approvals, certificates and licenses, and that it is in compliance with all Applicable Law, in connection with the operation of its business. Merchant represents and warrants that it understands the importance of complying with Applicable Law in connection with any and all actions it takes in connection with Transactions (including, without limitation, complying with requirements relating to Transaction information, storage and disclosure), and covenants at all times to comply in full with all Applicable Law. Merchant further acknowledges and agrees that it is responsible for the actions of all of its employees while in Merchant's employ. b. Data Security Rules. Without limiting the generality of the foregoing or any other provision of this Agreement, Merchant understands that it and all of its employees, agents, representatives and service providers must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non– disclosure of Cardholder information and Transaction documents, retention and storage of Cardholder and Transaction information and other security procedures adopted by the Associations. Merchant hereby confirms its agreement to abide by and fully comply with such Rules, including, without limitation, the Rules and procedures described below: i. Visa Cardholder Information Security Program and MasterCard Site Data Protection Program. Visa and MasterCard have implemented programs to protect Cardholder data. The Visa Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection Program ("SDP") apply to Merchant if Merchant processes or stores Cardholder data as a result of Internet or mail/telephone acceptance of Visa or MasterCard Card account information. A copy of the complete Visa Cardholder Information Security Standards manual and a Self–Assessment Worksheet can be obtained online at www.visa.com/cisp or from Bank, and a copy of the SDP provisions can be obtained from Bank. Visa and MasterCard may impose restrictions, fines, or

prohibit Merchant from participating in Visa or MasterCard programs if it is determined that Merchant is noncompliant. Merchant may be required to comply with an audit to verify compliance with security procedures. The following list describes some of the current CISP and SDP program requirements, with all of which Merchant may be required to comply, if applicable to Merchant. (A) install and maintain a working network firewall to protect data accessible via the Internet; (B) keep security patches up–to– date; (C) encrypt stored data; (D) encrypt data sent across networks; (E) use and regularly update anti–virus software; (F) restrict access to data by business "need to know"; (G) assign a unique ID to each person with computer access to data; (H) don't use vendor–supplied defaults for system passwords and other security parameters; (I) track access to data by unique ID; (J) maintain a policy that addresses information security for employees and contractors; and (K) restrict physical access to Cardholder information. Merchant must also comply with the requirements of Section 10.3 of the Visa Rules in connection with suspected or confirmed losses, thefts, compromises of information, and fraud or laundering associated with information. Please also note that this is not intended to be a complete list, and Merchant remains solely responsible for understanding and complying in full with all of the applicable CISP and SDP requirements. ii. Transaction Information. Merchant acknowledges that the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank, and each applicable Association, issuing bank and Cardholder, Merchant must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of Cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection with a sales draft and/or credit record) except for purposes of authorizing, completing and settling Transactions and resolving any Chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant shall use proper controls for, limit access to, and render unreadable prior to discarding all records containing Cardholder account numbers and Card imprints. Merchant may not retain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a Cardholder, Merchant may not reproduce such signature except upon the specific request of Bank. Merchant shall store all media containing Cardholder names, Cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel and, prior to discarding any such information, destroy it in a manner that renders the data unreadable. Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain Cardholder account numbers, personal information, or Transaction information to third parties, and shall return the information to Bank and provide acceptable proof of destruction to Bank.

22. Taxes

Each party hereto shall report its income and pay its own taxes to any applicable jurisdiction. If either Bank or ISO is required to pay any taxes, interests, fines or penalties owed by Merchant, said amount shall become immediately due and payable by Merchant to Bank or ISO. If excise, sale or use taxes are imposed on Transactions, Merchant shall be responsible for the collection and payment thereof. Merchant shall not add any tax to any Transaction unless Applicable Law expressly provides that Merchant is permitted to impose a tax, and any such tax amount, if so allowed, shall be included in the Transaction amount and not collected separately. Bank or ISO shall be entitled to recover from Merchant any of said taxes paid by it on behalf of Merchant immediately after payment.

23. Limitation of Liability

In addition to all other limitations on the liability of Bank and ISO contained in this Agreement, neither Bank nor ISO shall be liable to Merchant or Merchant's customers or any other person for any of the following:

(a) Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;

(b) Any loss caused by a Transaction downgrade resulting from defective or faulty Equipment, even if such Equipment is owned by Bank or ISO;

(c) The unavailability of Services caused by the termination of contracts with computer hardware vendors, processors or installers, whether terminated by Bank, ISO or any other person for any reason; or

(d) Interruption or termination of any Services caused by any reason except for failure of ISO to repair or replace Equipment at Merchant's expense (in which case, any resulting liability shall be for the sole account of ISO). At no time will ISO's liability exceed the amount of fees collected or reasonably expected to be collected from Merchant for this delay period. NEITHER BANK NOR ISO SHALL BE LIABLE FOR ANY LOST PROFITS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY BANK OR ISO PURSUANT TO THIS AGREEMENT. MERCHANT ACKNOWLEDGES THAT BANK HAS PROVIDED NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND THAT BANK HAS NO LIABILITY WITH RESPECT TO ANY EQUIPMENT. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES IT PROVIDES HEREUNDER. IF THERE ARE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S OR ISO'S PERFORMANCE OR ANY FAILURE TO PERFORM, BANK'S AND ISO'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS, IF COMMERCIALLY REASONABLE.

24. Limitation on Damages

In no case shall Merchant be entitled to recover damages from ISO or Bank that exceed the fees retained by Bank and ISO pursuant to this Agreement during the six month period immediately prior to the event giving rise to the claim for damages.

25. Indemnification

To the extent permitted by Florida law, Merchant agrees to indemnify and hold Bank and ISO harmless from any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and costs (whether or not an attorney is an employee of Bank or Bank's affiliates, ISO or affiliates of ISO) arising out of any of the following:

(a) Merchant's failure to comply with this Agreement;

(b) Any act or omission of Merchant;

(c) Merchant's failure to comply with any Equipment's user's guide;

(d) Merchant's failure to comply with any Applicable Law;

(e) Any dispute concerning the quality, condition or delivery of any merchandise or the quality of performance of any service;

(f) The fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns;

(g) Merchant's selection of an Internet service provider or other telecommunication services provider;

(h) The theft of or damage or destruction to any Equipment; or

(i) Full Recourse Transactions, unauthorized Transactions and prohibited Transactions.

26. Credit Investigation and Bank Auditing

Bank may audit, from time to time, Merchant's compliance with the terms of this Agreement. Merchant shall provide all information requested by Bank to complete Bank's audit. Merchant authorizes parties contacted by Bank to release the credit information requested by Bank, and Merchant agrees to provide a separate authorization for release of credit information, if requested by Bank. Merchant shall deliver to Bank such information as Bank may reasonably request from time to time, including without limitation, financial statements and information pertaining to Merchant's financial condition. Such information shall be true, complete and accurate. Without limiting the generality of the foregoing, Merchant shall provide to Bank and ISO its balance sheet and income statements not less frequently than every three calendar months during the term of this Agreement.

27. Termination of Agreement by Bank and ISO

Bank may terminate this Agreement upon at least 30 days' prior written notice to the other parties. In addition, Bank may terminate this Agreement immediately upon written notice to Merchant upon the occurrence of any of the following (each, an "Event of Default"):

(a) Any information concerning Merchant obtained by Bank is unsatisfactory to Bank, in Bank's sole discretion.

(b) Any act of fraud or dishonesty is committed by Merchant, its employees or agents, or Bank believes in good faith that Merchant, its employees or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation.

(c) Chargebacks are excessive, in the opinion of Bank.

(d) There is a breach of any representation or warranty made by Merchant to Bank, or Merchant defaults in the performance of any of its obligations under this Agreement.

(e) A petition under any bankruptcy or insolvency law is filed by or against Merchant.

(f) Bank determines that the continuation of this Agreement may create harm or the loss of goodwill to Bank or any Association.

(g) Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank hereunder.

(h) Merchant's percentage of error Transactions or retrieval requests is excessive in the opinion of Bank.

(i) Any insurance policy obtained by Bank, ISO or Merchant relating to Transactions and/or Chargebacks is cancelled or terminated for any reason.

(j) Merchant fails to provide financial statements suitable to Bank on request.

(k) ISO does not or cannot perform its duties under this Agreement and Bank determines that it is not feasible to provide the Services contemplated by this Agreement to Merchant. Bank is not obligated to provide replacement Services if ISO does not or cannot perform.

(l) Any Association requests or demands that this Agreement be terminated. Bank may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement. In the event of termination, all obligations of Merchant incurred or existing under this Agreement prior to termination shall survive the termination. Merchant's obligations with respect to any Transaction shall be deemed incurred and existing on the date of such Transaction. In the event Bank terminates this Agreement following any Event of Default, Merchant: (i) agrees that Bank may place Merchant on each Association's "Terminated Merchant File" (or any other list or file serving a similar purpose); and (ii) agrees to indemnify and hold Bank and ISO harmless from and against any and all costs, expenses and liabilities incurred by Bank and/or ISO in connection with or arising out of such Event of Default Following any bankruptcy filing against or by Merchant, Bank reserves the right to suspend or discontinue the provision of Services. Merchant must notify Bank in writing no later than five (5) days following any bankruptcy filing by or against Merchant. Credits to the Operating Account and other payments to Merchant are provisional. The parties acknowledge and agree that Bank is extending financial accommodations to Merchant within the meaning of 11 U.S.C.365 (c) (2) of the Bankruptcy Code as amended from time to time. The right of Merchant to receive any amounts due or to become due from Bank is expressly subject and subordinate to the Chargebacks, recoupment, setoff, lien, and/or security interest rights that are being applied to claims that are liquidated, unliquidated, fixed contingent, matured or unmatured.

28. Termination of Agreement by Merchant

Merchant may terminate this Agreement upon at least 30 days' prior written notice to the other parties if Bank amends the Merchant Application pursuant to Section 31 to increase the rates, fees or charges Merchant pays hereunder, except for fees or rates that result from a pass through from an Association. If Merchant cancels and fails to provide written notice to cancel at least 90 days prior to the end of the then–current term, Merchant agrees to pay an early termination fee of $750. If Merchant is a county or other governmental entity, Merchant may terminate this Agreement for convenience upon thirty (30) days' prior written notice, without penalty, and may terminate immediately for cause in the event of Bank's material breach that remains uncured after thirty (30) days' written notice.

29. Setoff

In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, Bank and ISO may set off any amounts due to it against any property of Merchant in its possession or under its control.

30. Exclusivity

Merchant shall submit all Transactions made during the term hereof solely to Bank for processing. If Merchant fails to comply with this provision, Merchant agrees to pay Bank, within 10 days of the date of non–compliance, a liquidated damages sum to be determined by computing the projected gross dollar volume of Transactions processed by Bank on behalf of the Merchant for the remainder of the term hereof and multiplying that number by 1%. Merchant and Bank agree that the damages suffered by Bank as a result of such non–compliance would be extremely difficult to calculate with precision. For that reason, the parties hereto agree that the liquidated damages should be computed as set forth above. Any exceptions to this exclusive arrangement must be approved by Bank and ISO in advance in writing.

31. Amendments to this Agreement

From time-to-time Bank may amend this Agreement as follows:

(a) Bank may amend or delete Cards or Services listed on the Merchant Application by notifying Merchant in writing of any such amendment. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and Services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new Service after Bank has sent Merchant notice of an amendment shall constitute Merchant's agreement to the amendment and the fees or charges related to these additions.

(b) From time to time, Bank may change all rates, fees and charges set forth on the Merchant Application. Bank will provide written notice to Merchant of all such amendments. Bank may change the rates, fees and charges without prior written notice if Merchant's sales volume or average Transaction amount does not meet Merchant's projections contained in the Merchant Application form to which this Agreement is attached or if the risk factors associated with processing Transactions increase. If notice is required, Bank will give written notice on the Merchant Statement. All new rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Merchant Statement unless Merchant terminates this Agreement in accordance with Section 28.

(c) Bank may amend this Agreement in any manner other than as described in Section 31(a) or 31(b) above simply by providing written notice of such amendment to Merchant, and such amendment shall become effective on the latter of: (i) the date on which such written notice is received by Merchant; or (ii) a date specified by Bank in such written notice. 32. Assignment. This Agreement may not be assigned by Merchant without the prior written consent of Bank. Bank may assign this Agreement without limitation. Assignment of this Agreement by Bank shall relieve Bank of any further obligations under this Agreement.

33. Financial Accommodations

Bank, ISO and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

34. Waiver

To the extent that Merchant becomes a debtor under any chapter of title 11 of the United States Code and such event does not result in the termination of this Agreement, Merchant hereby unconditionally and absolutely

waives any right or ability that Merchant may otherwise have had to oppose, defend against or otherwise challenge any motion filed by Bank for relief from the automatic stay of 11 U.S.C. § 362(a) to enforce any of Bank's rights or claims under this Agreement.

35. Cooperation

In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the transactions contemplated hereby.

36. Entire Agreement

This Agreement, together with the Merchant Application, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire agreement of the parties hereto.

37. Severability

If any provisions of this Agreement shall be held, or deemed to be, or shall in fact be,

inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections herein contained shall not affect the remaining portions of this Agreement or any part hereof.

38. Notices

Except for notices provided by Bank to Merchant on the Merchant Statement, all notices, requests, demands or other instruments which may or are required to be given by any party hereunder shall be in writing and each shall be deemed to have been properly given when: (i) served personally on an officer of the party to whom such notice is to be given, (ii) upon expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, or (iii) upon delivery by a nationally recognized overnight delivery service, addressed as follows: If to BANK: Use address on Page 1 for appropriate bank If to ISO: Legal Department: 2590 Hollywood blvd, Hollywood, Fl 3302 0 If to MERCHANT: Address listed on the application to which this Agreement is attached. Any party may change the address to which subsequent notices are to be sent by notice to the others given as aforesaid.

39. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to internal principles of conflict of laws, and federal law.

40. Captions

Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

41. No Waiver

Any delay, waiver or omission by Bank to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver

of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the other party. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

42. Force Majeure

The parties shall be excused from performing any of their respective obligations

under this Agreement which are prevented or delayed by any occurrence not within their respective control including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, riots or any regulation, rule, law, ordinance or order of any federal, state or local government authority.

43. Cooperation

Merchant covenants and agrees that, if it is undergoing forensic investigation at the time this Agreement is signed, Merchant will fully cooperate with the investigation until it is completed.

44. Limited Acceptance

Visa Rules allow Merchant to become a Limited Acceptance Merchant as part of its use of Bank's Services. A "Limited Acceptance Merchant," as defined by Visa, is a merchant that accepts either, but not both, of the following: Visa Credit and Business Category Cards Visa Debit Category Cards Merchant has elected to become a Limited Acceptance Merchant by choosing to accept ONLY (please mark the applicable card category below): Visa Credit and Business Category Cards Visa Debit Category Cards Merchant's failure to select one of the Limited Acceptance Categories above means that Merchant has elected to accept BOTH Visa Credit and Business Category Cards and Visa Debit Category Cards. If Merchant elects to be a Limited Acceptance Merchant, Merchant must properly display the Visa–approved signage that represents the Limited Acceptance Category that Merchant has selected above.

45. Special Merchant Categories

(a) If Merchant is a Health Care Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (the "Visa Core Rules")), Merchant acknowledges that it must comply with the provisions of Section 5.9.12 of the Visa Core Rules.

(b) If Merchant is a T&E Merchant (as defined by the Visa Core Rules), Merchant acknowledges that it must comply with all of the provisions of the Visa Core Rules relating to T&E Merchants, including Sections 5.9.6, 5.10.4.1, 7.3.12, and 11.1.3.2. Merchant further agrees that, if it is an International Airline Program Merchant (as defined by the Visa Core Rules), the terms of the attached International Airline Program Merchant Addendum apply.

(c) If Merchant receives BIN information from Bank, Merchant agrees that: (i) such information may be used solely for purposes of identifying Visa card product types at the point of sale; (ii) Merchant may not, and will not, disclose such information to any third party; and (iii) Merchant will treat such information as proprietary and confidential information belonging to Visa and with the same degree and case as information labeled "Visa Confidential."

(d) If Merchant is an Electronic Commerce Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (2014)—the "VCR"), the following terms apply (references following each requirement indicate whether the requirement is located in the VCR or the Visa Acquirer Risk Program Standards

Guide (2010) (VPSG); capitalized terms that are not otherwise defined in this Agreement are used as defined in the VCR): i. Merchant must display its consumer data privacy policy on its website. (VPSG) ii. Merchant must display the security method it uses for the transmission of payment data on its website. (VPSG) iii. Merchant must offer Cardholders a secure transaction method and a data protection method, such as Secure Sockets Layer (SSL), 3–D Secure and/or Verified by Visa. (VPSG; VCR Section 1.5.6.2) iv. For Non–Secure Transactions and Non–Authenticated Security Transactions, Merchant must attempt to obtain a Visa Card expiration date and submit it as part of the Authorization Request. (VCR Section 5.8.4.1) v. Merchant's website must contain all of the following:

(A) Customer service contact, including email address or telephone number.

(B) The address, including the country, of Merchant's permanent establishment, either:

(1) On the same screen view as the checkout screen used to present the final Transaction amount; or

(2) Within the sequence of web pages the Cardholder accesses during the checkout process.

(C) Policy for delivery of multiple shipments.

(D) Security capabilities and policy for transmission of payment card details.

(E) In addition, on an Online Gambling Merchant's homepage or payment page, all of the following:

(1) The statement "Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction";

(2) A statement of the Cardholder's responsibility to know the laws concerning online gambling in the Cardholder's country;

(3) A statement prohibiting the participation of minors;

(4) A complete description of the rules of play, cancellation policies, and pay–out policies;

(5) A statement recommending that the Cardholder retain a copy of Transaction records and Merchant policies and rules; and

(6) An Acquirer numeric identifier specified by Visa. (VCR Section 5.9.3.1) vi. Merchant must not display the full Account Number to the Cardholder online. (VCR Section 5.9.3.2) vii. If Merchant is a Verified by Visa Merchant, Merchant acknowledges that its Electronic Commerce Transactions are not eligible for Chargeback protection from Chargeback reason codes 75 (Transaction Not Recognized) and 83 (Fraud–Card– Absent Environment) if either:

(A) The Merchant is classified with one of the following MCCs:

(1) MCC 4829 (Wire Transfer Money Orders);

(2) MCC 5967 (Direct Marketing – Inbound Teleservices Merchant);

(3) MCC 6051 (Non–Financial Institutions – Foreign Currency, Money Orders [not Wire Transfer], Travelers' Cheques); or

(4) MCC 7995 (Betting, including Lottery Tickets, Casino Gaming Chips, Off–Track Betting, and Wagers at Race Tracks); or

(B) Merchant has been identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online. Merchant remains ineligible while it is in either program, and for an additional 4 months after exiting the program. This condition also applies if Merchant enabled Verified by Visa while identified in either program. (VCR Section 5.9.3.5) viii. Merchant must include the following in its transaction receipts:

(A) Customer service contact;

(B) Merchant country; and

(C) Conditions of sale, including return and cancellation policy. (VCR Section 5.10.3.3)

ix. In an Authorization Request, Merchant must not transmit Authentication Data specific to one Transaction with another Transaction, except when either:

(A) 2 Transactions are related due to delayed delivery; or

(B) All items of an order cannot be shipped at the same time. (VCR Section 10.15.3.2)

(e) If Merchant limits its acceptance of returned merchandise or is an Electronic Commerce Merchant,Merchant must ensure that its return policies are clearly indicated to a Cardholder on the Transaction Receipt or on Merchant's website, as follows (VCR Section 5.4.2.4):

Location	Required Disclosure	To be used for the following Merchant Policies
Transaction Receipt (all copies, near the Cardholder signature area or in an area easily seen by the Cardholder)	"No Refund" "No Exchanges" "All Sales Final"	Merchant does not: Accept merchandise as a return or exchange; Issue a refund to a Cardholder
	"Exchange Only"	Merchant accepts merchandise in exchange for merchandise of equal value to the original Transaction amount
	"In-Store Credit Only"	Merchant accepts merchandise in exchange for an in-store credit document that both: Equals the value of the returned merchandise; Must be used at the Merchant location
Website (on checkout screen or in sequence of web pages before final checkout)	"Click to accept" or other acknowledgement button or checkbox	All return/refund policies and other purchase terms and conditions

Location Required Disclosure To be used for the following Merchant Policies

Transaction Receipt (all copies, near the Cardholder signature area or in an area

easily seen by the Cardholder) "No Refund" "No Exchanges" "All Sales Final" Merchant does not: Accept merchandise as a return or exchange; Issue a refund to a Cardholder "Exchange Only" Merchant accepts merchandise in exchange for merchandise of equal value to the original Transaction amount "In-Store Credit Only" Merchant accepts merchandise in exchange for an in-store credit document that both: Equals the value of the returned merchandise; Must be used at the Merchant location Website (on checkout screen or in sequence of web pages before final checkout) "Click to accept" or other acknowledgement button or checkbox All return/refund policies and other purchase terms and conditions

46. Participation in the American Express OptBlue® Program

By checking the "Accept" checkbox next to AMERICAN EXPRESS OptBlue® on [the application], Merchant has elected to participate in the American Express OptBlue program ("American Express Card Acceptance")

If there are any definitions not defined herein or any conflict between the definitions provided herein, including (a) – (c) below and those definitions provided by American Express, the definition provided by American Express shall apply and shall control as it pertains to the American Express Card Acceptance. The following terms and conditions apply to Merchant's participation in American Express Card Acceptance:

(a) The definition of "Association(s)" is changed to read as follows: "Association(s)" means VISA U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard"), Discover Financial Services LLC ("Discover") and American Express Travel Related Services Company, Inc. ("American Express").

(b) The definition of "Card(s)" is changed to read as follows: "Card(s)" means either a Visa, MasterCard, Discover or American Express credit card, debit card (or other similar card that requires a PIN for identification purposes), or prepaid, stored-value or gift card.

(c) The definition of "Issuer" is changed to read as follows: "Issuer" means American Express or a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

(d) Merchant authorizes Bank and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant.

(e) Merchant agrees that Bank may collect and disclose Transaction Data, Merchant Data, and other information regarding Merchant to American Express, and that American Express may use such information: (i) to perform its responsibilities in connection with American Express Card Acceptance; (ii) to promote American Express; (iii) to perform analytics and create reports; and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card Acceptance, and important transactional or relationship communications from American Express. American Express may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes.

(f) Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO; however, Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.

(g) Merchant acknowledges that it may be converted from American Express Card Acceptance to a direct relationship with American Express if and when its American Express-related Transaction volumes exceed the eligibility thresholds for American Express Card Acceptance, becoming a High CV Merchant. If this occurs, upon such conversion: (i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant for Card acceptance.

(h) Merchant will not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express-related Transaction receivables to Bank, its affiliated entities and/or any other cash advance funding source that partners with Bank or its

affiliated entities, without consent of American Express. Notwithstanding the foregoing, Bank prohibits Merchant from selling or assigning future American Express-related Transaction receivables to any third party.

(i) Notwithstanding anything in this Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card Acceptance to enforce such terms against Merchant.

(j) By contacting Bank or ISO, Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Other Payment Products.

(k) Bank and ISO have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant: (i) if Merchant breaches any of the provisions of this Section 46 or any other terms of this Agreement applicable to American Express Card Acceptance; or (ii) for cause or fraudulent or other activity, or upon American Express's request. In the event this Agreement and/or Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately cease all use of, and remove all American Express Licensed Marks from Merchant's website and wherever else they are displayed.

(l) Merchant's refund policies for American Express-related Transactions must be at least as favorable as its refund policy for purchase with any Other Payment Products, and the refund policy must be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law. Merchant may not bill or attempt to collect from any Cardmember for any American Express-related Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Charge, and it otherwise has the right to do so.

(m) Merchant must report all instances of a Data Incident immediately to Bank or ISO after discovery of the incident.

(n) Merchant must ensure data quality and that Transaction Data and customer information is processed promptly, accurately and completely, and complies with the American Express Technical Specifications. Merchant is responsible for being aware of and adhering to privacy and data protection laws and provide specific and adequate disclosures to Cardmembers of collection, use, and processing of personal data.

(o) Merchant will comply with and accept Cards in accordance with, the terms of this Agreement and the American Express Merchant Operating Guide (as the same may be amended from time to time and is incorporated herein by reference) (the "MOG"). The current MOG can be found at American Express Merchant Operating Guide. For the sake of clarity, the term "Rules" specifically includes the MOG.

(p) American Express has the right to modify the terms of this Section 46 and any other provision of this Agreement that relates to American Express Card Acceptance and to terminate Merchant's acceptance of American Express-related Transactions and to require an investigation of Merchant's activities with respect to American Express-related transactions.

(q) Merchant must comply with the American Express Data Security Requirements (DSR) and Payment Card Industry Security Standard (PCI DSS). A copy of the DSR can be obtained online at www.americanexpress.com/dsr. Merchant will abide by and fully comply with all Applicable Laws, rules and regulations relating to the conduct of Merchant's business.

47. Participation in PayPal In-Store Checkout

Unless the Merchant provides explicit notification to the Bank indicating their preference not to accept any PayPal Payment Method as a method of payment for goods or services at the Merchant's point(s) of sale, the terms and provisions delineated in the PayPal Point of Sale Agreement for Platform Sellers shall apply: PayPal Point of Sale Agreement for Platform Sellers

If the Merchant elects American Express Card Acceptance and does opt out of the application of this Section 47, the application of Section 46 and this Section 47 will be deemed to be cumulative and not in the alternative.

(a) Merchant acknowledges and agrees that all of its actions associated with the acceptance by Merchant of a PayPal Method as the method of payment for goods or services at a point of sale, and in connection with processing any sale, credit, chargeback, representment, reversal or correction or settlement activity associated with any such transaction is subject to the terms and conditions of the Program Documents, as that term is defined in the PayPal Operating Regulations for In–Store Checkout (as the same may be amended or replaced from time to time, the "PayPal Operating Regulations"). Merchant will comply in full, at all times, with all relevant provisions of the Program Documents, a copy of which Merchant acknowledges and agrees it has received and reviewed. Capitalized and italicized terms used in this Section 47 that are not otherwise defined are used as defined in the PayPal Operating Regulations.

(b) The definition of "Card(s)", as used throughout this Agreement, is changed to read as follows: "Card(s)" means any of the following: (i) a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre– paid, stored–value or gift card; and (ii) any PayPal Payment Method.

(c) The definition of "Issuer", as used throughout this Agreement, is changed to read as follows: "Issuer" means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards and PayPal, Inc. ("PayPal"), in connection with any PayPal Payment Method.

(d) Merchant will comply in full with the Program Documents in connection with all of its activities associated with PayPal Acceptance and associated Transaction processing and Settlement of Transactions.

(e) Merchant acknowledges and agrees that Acquirer may disclose Transaction Data and Merchant information to PayPal, regulatory authorities and other entities to which PayPal is required to provide such information for the purposes deemed necessary and related to performing Transactions or to comply with Applicable Law, including, by way of example and without limitation: (i) Detailed information about the Transactions conducted by Merchant, including Transaction Data required by the Program Documents, to be delivered to PayPal in connection with Authorization Requests, Transaction Data, and Dispute responses; (ii) Merchant information and detail about the transactions accepted by Merchant, including the Merchant Category Code assigned by Bank to Merchant; (iii) Collective and detailed information about Merchant's Transactions, Disputes and other information reasonably required by PayPal during any investigation of Merchant; (iv) Information regarding the aggregate number, type, and kind of Transactions accepted by Merchant, in the Authorized Jurisdiction; and (v) Business and registration information provided by Merchant and/or its principals in connection with any application submitted by Merchant to Bank.

(f) Merchant acknowledges and agrees that each of the following is strictly and expressly prohibited: (i) Any use, storage, or disclosure by Merchant of PayPal's confidential information, any PayPal Account Holder Data or Transaction Data, other than as necessary to complete a Transaction. (ii) The retention or storage of PayPal Account Numbers, Track Data or Transaction Data. (iii) Any use of any PayPal Account Holder's personal information for marketing and/or other purposes without explicit consent from the PayPal Account Holder.

(g) Bank may terminate Merchant's PayPal Acceptance and/or this Agreement for any of the reasons set forth in the PayPal Operating Regulations or for any violation by Merchant of the terms that Bank is required to enforce against Merchant in the PayPal Operating Regulations. PayPal may directly contact Merchant if

Merchant is terminated by Bank for any reason, including investigating compliance by Merchant with the Security Requirements set forth in Section 13 of the PayPal Operating Regulations.

(h) "PayPal Marks" mean the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. The PayPal Marks are described in Appendix A of the PayPal Operating Regulations. Merchant may use the PayPal Marks only to promote PayPal products, offers, services, processing and/or acceptance. Merchant use of the PayPal Marks is restricted to the display of decals, signage, advertising, and marketing materials provided or approved by PayPal in writing pursuant to the process set forth in the PayPal Operating Regulations. Merchant shall not use the PayPal Marks in such a way that PayPal Account Holders could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

48. Additional Terms and Conditions for North American Banking Company

For all merchants that are processing with North American Banking Company, Additional Terms and Conditions apply

By entering in this Agreement you further warrant that you accept the terms available at https://www.netevia.com/tc/nabco .

Meeting: 01/29/2026
Department: Library
Prepared By: Julia Scourtas
Initiator: Cynthia Loftis-Culp
DOC ID: 16775
Legal Request Number:
Bid/Contract Number:

TITLE

Request Submitted by Library Services to Apply for Science Across America Grant Through HHMI Tangled Bank Studios and The Space Science Institute's STAR Library Education Network a/k/a STAR Net

BRIEF OVERVIEW

Library Services seeks approval from the Board to submit a Request for Proposals (RFP) application for the Science Across America grant, offered through STAR Net and the Space Science Institute. This national initiative supports libraries in delivering STEAM-focused public programs connected to biology, earth science, citizen science, and local environmental engagement.

Participation in the project requires selected libraries to host two public STEAM programs, conduct a Community Dialogue with targeted audiences, engage underserved populations, and collaborate with STEAM and community partners. The library's draft application outlines proposed programs, community partnerships, outreach strategies, and targeted underserved audiences, with an emphasis on youth in low-income and rural communities. The Spring Hill Branch Library will serve as the lead venue for program implementation.

The grant opportunity supports libraries in strengthening their STEAM education capacity, expanding citizen science involvement, and providing hyper-local, place-based learning experiences aligned with community needs.

FINANCIAL IMPACT

If selected, Library Services will receive a $500 honorarium to support program implementation, along with educational resources, training, and activity materials at no cost to the County.

LEGAL NOTE

The Board has the authority to act upon this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve submission of the Science Across America grant application and authorize Jennifer Hodges to be the Certifying Official on the application.

REVIEW PROCESS

Cynthia Loftis-Culp	Approved	11/25/2025	9:05 AM
Christopher Linsbeck	Approved	11/25/2025	9:07 AM
Debbie Merritt	Approved	11/26/2025	7:57 AM
Erin Dohren	Approved	11/26/2025	8:14 AM
Carla Rossiter-Smith	Delegated	11/26/2025	1:06 PM
Erin Briggs	Delegated	11/26/2025	1:06 PM

Mindy Rivera	Delegated	12/01/2025 9:02 AM
Erin Briggs	Approved	12/01/2025 11:37 AM
Carla Rossiter-Smith	Approved	12/02/2025 4:10 PM
Pamela Hare	Approved	12/03/2025 2:38 PM
Josh Stringfellow	Approved	12/04/2025 7:00 PM
Michael Cowan	Approved	12/05/2025 8:26 AM
Heidi Prouse	Approved	12/05/2025 10:08 AM
Toni Brady	Approved	12/08/2025 9:00 AM
Jeffrey Rogers	Approved	12/09/2025 10:02 PM
Colleen Conko	Approved	12/11/2025 9:06 AM

SCIENCE ACROSS AMERICA: New Opportunity for Libraries!



Anne Holland
November 18, 2025

0 Comments

As America celebrates its 250-year anniversary, HHMI Tangled Bank Studios and STAR Net have launched a new campaign to help libraries highlight the history of scientific achievement in our country, and the local connections to science in our communities. **SCIENCE ACROSS AMERICA**, the newest campaign from Spark of Science@ My Library, invites libraries to showcase local scientific advances and scientists, engage your communities with focused Community Dialogues, and host educational and inspirational activities that shine a light on the past, present, and future of science in our lives.

Since its founding, the United States has been a leader in scientific discovery; exploring questions in fields as diverse as biology, physics, medicine and more. Science has resulted in breakthroughs that positively affect our lives in innumerable ways. From the light bulb to the Human Genome Project to the GPS, science has driven us forward, and discoveries have been made by teams from every corner of the country. **SCIENCE ACROSS AMERICA** gives us the chance to celebrate both the globally game-changing discoveries themselves, and the local researchers who may be toiling on the latest breakthroughs right up the street.

To shine a light on American scientific innovation, participating libraries will facilitate Community Dialogues and create events and activities that feature the past, present and future of scientific innovation in their communities, counties, and states. Using a robust suite of customizable activities and materials, they'll help their patrons explore the impact of important scientific advances, unpack how science gets done, and connect with the science and the scientists in their communities. View the full Press Release for the project HERE.

Pre-Application Webinar

An optional pre-application webinar where we will discuss the application and answer any questions will be held on **December 3rd, 2025 at 1pm PT/2pm MT/3pm CT/4pm ET**. You may register for the webinar at this link.

View the Pre-Application Webinar Recording Here: (will add once available!)

Selection Criteria

Our goal for this initiative is to be as inclusive and diverse as possible, with opportunities and participants from all backgrounds and in all parts of the country. We will be choosing at least 2 libraries from each US State and Territory, with a few additional spots available for larger states. State libraries are eligible to apply if you can commit to hosting the

required public programs. Priority will be given to libraries that form strong partnerships with other local organizations–relationships that we hope will last beyond this campaign. Libraries and partners should work together to develop meaningful and creative ways to engage their communities in local and regional science. Ideal candidates are committed to growing their communities' connection to local science and using that science content as a fun, effective tool for hands-on engagement.

110 Chosen Libraries Will Each Receive

- $500 honorarium to help cover the cost of events and program outreach
- A printed "StoryWall" poster/display to document your community's science story
- Informal Activity Guides – Created by *STAR Net* and HHMI Tangled Bank Studios including curated materials related to basic science areas
- How-To Guide for hosting science-centered *Community Dialogues*
- Support from STAR Net staff to host your own *Community Dialogues*
- Access to a digital map (that you will help populate!) that highlights key scientific advances and allows libraries to showcase the local science that matters to their communities
- Promotional Materials (digital) to publicize your events
- Access to award-winning HHMI Tangled Bank films that feature community-based science and local scientists from across the country
- Access to virtual programs with scientists hosted by *Exploring by the Seat of Your Pants*
- Access to hundreds of scientific experts through The Science and Entertainment Exchange (a program of the National Academy of Sciences)
- Libraries will have the (optional) opportunity to participate in at least one *Acts of Science: CONNECTED!* livestream event in April 2026 during Citizen Science Month. In partnership with SciStarter.org, these weekly virtual events invite communities to come together at the library and contribute to the national goal of 2.50 Million Acts of Science in celebration of America's 250th anniversary. (More info can be found here)

All Interested Libraries Will Receive – FREE DIGITAL

- Informal Activity Guides – Created by *STAR Net* and HHMI Tangled Bank Studios including curated materials related to basic science areas
- Digital "StoryWall" poster/display to print and document your community's science story
- How-To Guide for hosting Science-Centered *Community Dialogues*
- Promotional Materials (digital) to publicize your events
- Access to award-winning HHMI Tangled Bank films that feature community-based science and local scientists from across the country
- Access to virtual programs with scientists hosted by *Exploring by the Seat of Your Pants*
- Libraries will have the (optional) opportunity to participate in at least one *Acts of Science: CONNECTED!* livestream event in April 2026 during Citizen Science Month. In partnership with SciStarter.org, these weekly virtual events invite communities to come together at the library and contribute to the national goal of 2.50 Million Acts of Science in celebration of America's 250th anniversary. (More info can be found here)

Selected Libraries Will Be Expected To...

- Host a minimum of two public engagement events in Spring/Summer 2026
- Host at least one *Community Dialogue* event to support partnership building and learning about science happening in *your* community
- Collaborate with at least one local partner (Nature Center, Astronomy Club, Local Audubon Chapter, Local PBS Station, School, Summer Camp, National Park, etc.) on your events.
- Contribute at least ten scientific achievements that have happened or are happening in your state or territory to the digital map.
- Curate and display a collection of books related to the history of science in America, and the science topics relevant to your community.
- Participate in an online community to brainstorm ideas and share updates about your events and outcomes.
- Record and report information about event attendance, engagement demographics, and community activation.
- Participate in a post-program survey about their community engagement and resource uptake.

To apply, please follow this link to the brief application. All forms are due by December 27th, 2025. We look forward to your applications and to working with you on a fun and impactful outreach initiative! We plan on announcing the chosen individuals by the 2nd week of January.

Instructions

Your application will be submitted through the Survey Monkey platform (link)

The following link contains the questions that you will encounter on the application form. We recommend that you type these in a word document ahead of time and enter all at once into the application form. Questions HERE.

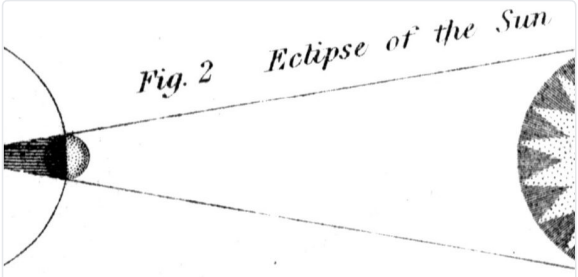
We have also included in a separate document the rubric with which your application will be reviewed, as well as an application FAQ. Please review these documents closely. Our intention is to provide you with all the tools necessary to write a compelling proposal.

Rubric HERE.

FAQ HERE

Categories: Featured Blog

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by guest blogger David Baron, author of American Eclipse: A Nation's Epic Race to Catch the Shadow of the Moon and Win the Glory of...



Dillon Connelly
August 16, 2023

0



Join FLIGHT PATH, STAR Net and HHMI Tangled Bank Studios' Latest Collaboration to Help Libraries Learn About Local Birds and Protect Them as They Migrate

Overview: Flight Path HHMI Tangled Bank Studios and STAR Net invite you to swoop into an engaging and educational suite of free materials with FLIGHT...



Anne Holland
May 5, 2025

10

Responses

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November 18, 2025

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(Resource List) Celebrate Earth Day with Citizen Science
April 18, 2025

Word Water Day 2025
March 20, 2025

(Resource List) Summer Fun for All Ages with GLOBE Citizen Science!
March 3, 2025

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HHMI Tangled Bank Studios and The Space Science Institute's STAR Library Education Network Celebrate 250 Years of American Scientific Innovation with the Launch of SCIENCE ACROSS AMERICA, a New Public Library Outreach Campaign that Shines a Light on the Past, Present and Future of Scientific Innovation in America

SCIENCE ACROSS AMERICA *is the second campaign under the* ***"Spark of Science@ My Library"*** *initiative from HHMI Tangled Bank Studios and the STAR Library Education Network*

November 19, 2025 (Chevy Chase, Md.) - HHMI Tangled Bank Studios and The STAR Library Education Network are proud to announce the launch of **SCIENCE ACROSS AMERICA**, a nationwide library campaign that celebrates 250 years of American scientific achievement and highlights local connections to science. Coinciding with the 250th anniversary of the signing of the Declaration of Independence, **SCIENCE ACROSS AMERICA** will launch in early 2026 and give public libraries the opportunity to showcase how American scientific innovation has shaped America and the world, and how science is relevant to our daily lives.

Since its founding, the United States has been a leader in scientific discovery. From the light bulb to the Human Genome Project, to the invention of GPS, American scientists have driven science forward, and this research has taken place - and is continuing today - in every corner of the country. In partnership with public libraries in states, territories, reservations and counties, **SCIENCE ACROSS AMERICA** will shine a light on the local discoveries that have and will continue to improve health, increase productivity, and deepen our understanding of our natural world.

To celebrate 250 years of American scientific innovation, participating libraries will host events and activities that feature the past, present and future of scientific innovation in their communities, counties, and states. Using a robust suite of free, customizable activities and materials, they'll invite their patrons to explore how science gets done, what impact it has, and where scientific research is taking place nearby.

The **SCIENCE ACROSS AMERICA** free resources will include discussion guides and training for community dialogues about science, hands-on activities including a physical story wall, and

a community-generated digital map that encourage patrons to explore the stories of scientific discoveries in their states and territories. The initiative will also provide access to leading scientific experts and experiences curated by science education organizations including Exploring by The Seat of Your Pants and the Science and Entertainment Exchange (a program of the National Academy of Sciences). Libraries will also have access to award-winning science documentaries and shorts produced by HHMI Tangled Bank Studios.

“The history of scientific discovery in America provides such rich ground for exploration, especially in libraries,” said Head of HHMI Tangled Bank Studios Jared Lipworth. “What better place to delve into the impact science has on our lives, and to discover the local connections to groundbreaking research. We hope this program will take some of the mystery out of science, build pride in American scientific innovation, and inspire future scientists.”

“Community dialogues are an important component of this initiative, and we look forward to supporting library staff and their patrons as they learn more about the science happening in their own communities,” said Dr. Anne Holland, Director of Education and Learning Research at the Space Science Institute. “We’re so excited to help librarians make new partners and learn more about their communities, and most importantly, develop customized programs and activities to celebrate scientific innovation across America. We can’t wait to see what unexpected local scientific achievements our libraries discover!”

SCIENCE ACROSS AMERICA is the second campaign from **Spark of Science@ My Library**, a joint initiative between HHMI Tangled Bank Studios and the STAR Library Education Network. **Spark of Science@ My Library** delivers free, high-quality, fun and engaging resources to public libraries so they can host creative and interactive outreach events and experiences for their communities. The first campaign, **Flight Path**, which was launched in the fall of 2025, brought the science of bird migration to more than 200 libraries across the country.

To Learn more about Spark of Science@ My Library please visit
https://www.starnetlibraries.org/about/our-projects/spark-of-science/

ABOUT HHMI TANGLED BANK STUDIOS
HHMI Tangled Bank Studios is a mission-driven production company that seeks to shine a light on some of the most significant scientific challenges and breakthroughs of our time. Recent films include ***The Birds***, ***The Calling***, ***Turtle Walker***, ***Ending HIV in America***, ***Blue Carbon***, ***Every Little Thing, Wild Hope, Wilding***, ***Blue Whales: Return of the Giants***, and Oscar-nominated ***All That Breathes***, the only film to win best documentary at both the Sundance and Cannes film festivals. Other notable films include Emmy Award-winners ***Hunt for the Oldest DNA, The Serengeti Rules*** and ***The Farthest – Voyager In Space***; Emmy-nominated ***My***

Garden of a Thousand Bees, Battle to Beat Malaria, and ***Nature's Fear Factor***; and Peabody Award winner ***Inventing Tomorrow***. To extend the reach and impact of each film, the studio undertakes educational and public outreach efforts in partnership with purpose-focused organizations. For more information, please visit WWW.TANGLEDBANKSTUDIOS.ORG.

ABOUT STAR LIBRARY NETWORK

The STAR Library Education Network (STAR Net) is a hands-on learning network for libraries and their communities across the country. STAR Net focuses on helping library professionals build their STEM skills by providing "science-technology activities and resources" (STAR) and training to use those resources. STAR Net is built upon a strong network of collaborators and partners, led by the Space Science Institute's (SSI) Education and Learning Research Group. Over the past 15 years, it has been a leader in supporting libraries in developing effective STEAM programs, through both NSF, NASA and foundation funded projects such as NASA@ My Library, STEAM Equity, and SEAL (Solar Eclipse Activities for Libraries).

1. **Describe why your library would like to participate in this project, including community interests in STEAM topics, demographics, collections, or other resources or programming focus areas related to biology and earth science (especially those related to citizen science and hyper-local biology). What are your prior experiences with offering public programs about STEAM topics? Or about topics specifically related to the history of science?**

   Our library is eager to participate in this project because our community has shown a clear and growing interest in STEAM learning, especially in areas connected to biology, earth science, and the natural environment of the Florida Nature Coast. Hernando County is home to more than 210,000 residents, including families, retirees, and a large homeschool population. These groups consistently seek accessible, affordable opportunities to explore science topics, particularly those tied to local wildlife, native plants, geology, and environmental stewardship. The library has become a trusted gathering place for these learners, offering programs and collections that help them connect national scientific concepts with the unique ecosystems of West Central Florida.

   This opportunity would help us build on our STEAM foundation, empower citizen science participation, and connect our community with meaningful, place-based learning experiences

2. **Please describe who from the library (including staff and volunteers) will support this project. Provide detailed information about their experience and planned role on the project. CVs/resumes are not required.**

   Jennifer Hodges – Spring Hill Branch Library - Supervisor
   Role: Project Manager
   Experience: Jennifer has over 30 years of experience in environmental management and policy. She has successfully led multiple grant-funded initiatives focusing on STEM programming, community engagement, literacy, and digital inclusion. Jennifer's background reflects her commitment to interdisciplinary learning and sustainability. For this project, Jennifer will provide strategic direction, ensure alignment with the library's mission, and oversee compliance with grant requirements.

   Belicia Torres – Spring Hill Branch Library - Library Services Assistant
   Role: Program Development and Facilitation
   Experience: Belicia has over (2) two years of experience coordinating environmental education

programs. Belicia is a certified Florida Master Naturalist and has volunteered with the Florida Audubon's EagleWatch program, monitoring nest HN020. Belicia will be responsible for leading public workshops and training sessions related to the project.

3. Community Dialogues are a required component of participation in this program. While past experience conducting these Dialogues is not required, we'd like to hear how you've gathered feedback from patrons in the past, so we can better incorporate these methods of feedback gathering into our Community Dialogue plans. Participating libraries will receive extensive training and support related to conducting these community conversations. In addition to learning more about how you've gathered feedback in the past, we'd also love to hear what you'd like to focus on in your required Community Dialogue. Building partnerships? Identifying local science? Learning more about the history of science in your community? Whatever interests you!

To learn more about Community Dialogues, either to incorporate them into this project or to your libraries future plans, please visit https://www.starnetlibraries.org/deia/community-dialogues/

Our library uses a variety of methods to gather feedback from patrons, and these approaches have helped us shape programs, adjust services, and respond quickly to community interests. One of our most consistent tools is the use of post-program surveys. These surveys allow participants to share what they enjoyed, what could be improved, and which topics they would like to see us offer next. They often reveal preferences related to program format, scheduling, and the level of hands-on activity patrons are looking for. In addition to surveys, we place high value on informal, conversational feedback. Staff regularly speak with patrons at the reference desk, during programs, and throughout the library. Many of our frequent visitors feel comfortable offering suggestions or observations in these moments, which often gives us early insight into emerging interests or needs. These conversations also help us understand the experiences of patrons who may not be inclined to fill out a formal survey but are eager to share ideas in person. Digital engagement has become another helpful source of feedback. Through our social media channels, patrons comment on posts, respond to announcements, and often share suggestions for topics they would like us to cover. This has been particularly useful for reaching individuals who might not attend in-person programs but still want to participate in shaping library offerings. Messages, comments, and reactions give us a sense of what resonates with the broader community.

Using these methods—surveys, informal conversations, online engagement—we have been able to develop programs that are responsive, community-driven, and aligned with local interests. We plan to incorporate these same techniques into our Community Dialogue plans to ensure that the project reflects authentic, wide-ranging community input.

4. A major focus of the *Science Across America* project is to reach underserved audiences with STEAM programming. Identify at least one principal underserved audience you will reach with programming for this exhibition and make a strong case for why you have chosen this audience and how you will reach them. Please reference Census or other data in making your case. A generally underserved geographic area can be considered an underserved audience. Please note that the intent of this requirement is for you to reach new audiences or to increase reach to those audiences. Successful applicants will demonstrate plans to increase participation of their underserved audience, not merely state that they use the venue currently.

One of the principal underserved audiences we hope to reach through the Science Across America project is youth in Spring Hill and the wider Hernando County area, particularly those from low-income households and rural communities. Spring Hill has a population of roughly 114,804 residents, with a median household income of $52,950, and nearly 20% of residents living below the poverty line. These economic realities significantly limit access to high-quality STEAM learning, extracurricular enrichment, and hands-on scientific experiences. Families facing financial hardship often cannot afford camps, museum visits, paid programs, or specialized materials, making the library one of the only accessible STEAM gateways available to local youth**.** Hernando County's rural character also contributes to disparity in STEAM engagement. Rural communities frequently lack the infrastructure, transportation access, and dedicated programming needed to support consistent science education outside of school. As a result, many children have fewer opportunities to explore science topics, interact with professionals in STEM fields, or participate in hands-on activities that build long-term interest and confidence.

To address these gaps, our library plans to implement several targeted strategies designed to increase participation among underserved youth:

• Partnerships with Local Schools and Community Organizations: We will collaborate with schools, youth groups, and after-school programs to host free STEAM workshops and events. These partnerships will help ensure that students from low-income families and remote areas can access programming without additional barriers.

• Pop-Up or Mobile STEAM Experiences: By developing mobile or pop-up STEAM labs, we can bring hands-on, inquiry-based activities directly into neighborhoods, parks, and community centers. This reduces transportation challenges and allows us to reach children who may not be able to visit the library regularly.

By focusing on youth who face economic and geographic barriers, this project will help bridge local gaps in STEAM education and empower the next generation of thinkers, problem-solvers, and innovators.

5. Collaboration with STEAM organizations and individuals with STEAM expertise is very important to the success of this project, as are partnerships with community organizations that do not focus on STEAM. Please tell us what partnerships with STEAM (4H, astronomy clubs, museums, rockhounds) and community organizations (like cultural institutions, schools, churches, etc) and individuals in your community/region will help you to make your programs a success. Have you worked with these organizations/individuals before? If you'd like to partner with a new organization, what are your plans for building that partnership? Please reference BOTH types of organizations (STEAM organizations and community organizations) in your response. A letter of commitment is not required, but we do request that you confirm interest in participation with the venue, rather than sharing possible partners.

To ensure the success of Science Across America programming, we are actively collaborating with both STEAM-focused organizations and broader community partners who bring valuable connections and insights into our community's needs.

We currently have community partnerships with the Hernando Audubon Society, the Sierra Club, and the UF/IFAS Extension Hernando County. These groups bring practical expertise in environmental science through interactive activities, which align well with the Science Across America program goals. These partnerships will provide subject matter experts, materials, and volunteers to help us offer engaging programs for all ages.

6. Describe the programs you plan to implement to meet or to exceed the project requirements. Project requirements are: 2 programs for public audiences of any age. We realize your program plans may change after award, so you are not obligated to these plans. Please describe potential plans for these programs. Remember, programs can be done in collaboration with your current or future partners!

Our library plans to implement two engaging, community-focused programs that meet and exceed the project requirements while supporting broad participation across age groups. These programs are designed to be adaptable, collaborative, and closely connected to the themes of citizen science, biology, and earth science emphasized in the Science Across America project.

Program 1: "Florida Nature Detectives: A Citizen Science Exploration"

This hands-on program will introduce participants of all ages to local wildlife, native plants, and environmental observation skills. Attendees will learn how scientists collect and record field data, then practice these skills through guided outdoor activities around the library grounds—such as identifying native plants, observing pollinators, using simple tools like magnifiers, and contributing observations to a national citizen science platform. Partner organizations such as UF/IFAS Extension, local environmental educators, or Master Gardeners may assist with instruction or provide expertise. This program aims to build curiosity, strengthen community science skills, and help participants connect national scientific topics to the hyper-local ecosystems of Hernando County.

Program 2: "Earth Science in Action: Understanding Our Changing Environment"

This interactive presentation and demonstration program will focus on the natural processes that shape Florida's landscapes—from weather patterns and water cycles to soil composition, erosion, and coastal ecosystems. Participants will engage with hands-on mini experiments or demonstrations that illustrate concepts in geology, meteorology, and environmental science. Possible activities include building simple erosion models, exploring the properties of local soils, or demonstrating how groundwater flows through Florida's porous limestone. We plan to collaborate with local science educators, environmental groups, or park rangers who can provide real-world insight and highlight the importance of scientific observation in understanding local environmental change.

Both programs are designed to be inclusive, family-friendly, and flexible enough to adapt based on community interest, staffing, or partner availability. They also align closely with the library's mission to provide accessible STEAM learning experiences and support curiosity-driven exploration. By focusing on hands-on activities and connections to local ecosystems, these programs will help participants better understand the role of science in their own community and increase engagement with citizen science initiatives.

7. Describe your general publicity plans for promoting your events and community engagement. How will your partnerships organizations described above aid in promotion?

To ensure strong attendance and community engagement, our library will implement a multi-channel publicity plan that includes both digital and in-person outreach. We will promote our Science Across

America programs through our library's website, social media platforms (Facebook, Instagram), event calendar, and e-newsletters. We will also create flyers and posters to distribute across all library branches and post in high-traffic community spaces.

Our partnerships will play a key role in expanding our promotional reach. They will share information about our events through their newsletters, bulletin boards, and family outreach channels. Additionally, we plan to engage with local media, including submitting press releases to increase awareness in the broader community. We will also encourage word-of-mouth promotion by offering simple take-home materials and using library staff and volunteers as program ambassadors.

Together, this community-focused approach to publicity will help us reach a wide and diverse audience, with an emphasis on families, youth, and underserved populations in Spring Hill.

Link to application: https://community.starnetlibraries.org/science-across-america-new-opportunity-for-libraries/

Science Across America: Request for Proposals from Public Libraries

Overview

HHMI Tangled Bank Studios and STAR Net invite you to join us in celebrating 250 years of science in the United States through an educational suite of free materials with Science Across America, the second campaign in the Spark of Science@ My Library initiative that focuses on the past, present, and future of science in the United States of America.

Since its founding, the United States has been a leader in scientific discovery; exploring questions in fields as diverse as biology, physics, medicine and more. Science has resulted in breakthroughs that positively affect our lives in innumerable ways. From the light bulb to the Human Genome Project to the invention of GPS, science has driven us forward, and discoveries have been made by teams from every corner of the country. Science Across America gives us the chance to celebrate both the globally game-changing discoveries themselves, and the local researchers who may be toiling on the latest breakthroughs right up the street.

To shine a light on American scientific innovation, participating libraries will create events and activities that feature the past, present and future of scientific innovation in their communities, counties, and states. Using a robust suite of customizable activities and materials, they'll help their patrons explore how science gets done, what impact it has, and how they can see themselves in their scientist neighbors.

Please complete the below application to be eligible for the following:

Resources

Selected libraries will receive:

- $500 honorarium to help cover the cost of events and program outreach
- A printed "StoryWall" poster/display to document your community's science story
- Informal Activity Guides - Created by STAR Net and HHMI Tangled Bank Studios including curated materials related to basic science areas
- How-To Guide for hosting science-centered Community Dialogues
- Support from STAR Net staff to host your own Community Dialogues
- Access to a digital map (that you will help populate!) that highlights key scientific advances and allows libraries to showcase the local science that matters to their communities
- Promotional Materials (digital) to publicize your events
- Access to award-winning HHMI Tangled Bank films that feature community-based science and local scientists from across the country
- Access to virtual programs with scientists hosted by Exploring by the Seat of Your Pants
- Access to hundreds of scientific experts through The Science and Entertainment Exchange (a program of the National Academy of Sciences)
- Libraries will have the (optional) opportunity to participate in at least one Acts of Science: CONNECTED! livestream event in April 2026 during Citizen Science Month. In partnership with SciStarter.org, these weekly virtual events invite communities to come together at the library and contribute to the national goal of 2.50 Million Acts of Science in celebration of America's 250th anniversary.

Next

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Science Across America: Request for Proposals from Public Libraries

Project Director and Shipping Information

Note: The Project Director is the person who will be responsible for coordinating the activities and programs at the library or other partner sites. They will be the primary point of contact for the project at the applicant institution. All fields are required unless noted otherwise.

1. Please enter your contact information below

Name	Jennifer Hodges
Company	Hernando County Public Library
Address	9220 Spring Hill Dr
Address 2	
City/Town	Spring Hill
State/Province	-- select state -- Florida
ZIP/Postal Code	34608
Email Address	jhodges@hernandocounty.us
Phone Number	352-754-4043

2. Please identify the population served at your location

- ◯ <4,999
- ◯ 5,000 - 10,000
- ◯ 10,001 - 25,000
- ◯ 25,001 - 75,000
- Ⓧ 75,001 - 150,000
- ◯ > 150,000

3. Please identify your community type

- ◯ City
- Ⓧ City/Suburb
- ◯ Suburb
- ◯ Suburb/Rural
- ◯ Rural
- ◯ Other

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Science Across America: Request for Proposals from Public Libraries

Proposal Narrative

Please write a narrative describing your plans for presenting this program and accompanying programs. The proposal narrative consists of seven sections (described immediately below). Please note that each section of the narrative may not exceed 400 words.

4. Describe why your library would like to participate in this project, including community interests in STEAM topics, demographics, collections, or other resources or programming focus areas related to natural and materials sciences (especially those related to science happening in your own community). What are your prior experiences with offering public programs about STEAM topics? Or about topics specifically related to the history of science?

5. Please describe who from the library (including staff and volunteers) will support this project. Provide detailed information about their experience and planned role on the project. CVs/resumes are not required.

6. Community Dialogues are a required component of participation in this program. While past experience conducting these Dialogues is not required, we'd like to hear how you've gathered feedback from patrons in the past, so we can better incorporate these methods of feedback gathering into our Community Dialogue plans. Participating libraries will receive extensive training and support related to conducting these community conversations. In addition to learning more about how you've gathered feedback in the past, we'd also love to hear what you'd like to focus on in your required Community Dialogue. Building partnerships? Identifying local science? Learning more about the history of science in your community? Whatever interests you!

To learn more about Community Dialogues, either to incorporate them into this project or to your libraries future plans, please visit https://www.starnetlibraries.org/deia/community-dialogues/

7. A major focus of the *Science Across America* project is to reach underserved audiences with STEAM programming. Identify at least one principal underserved audience you will reach with programming for this exhibition and make a strong case for why you have chosen this audience and how you will reach them. Please reference Census or other data in making your case. A generally underserved geographic area can be considered an underserved audience. Please note that the intent of this requirement is for you to reach new audiences or to increase reach to those audiences. Successful applicants will demonstrate plans to increase participation of their underserved audience, not merely state that they use the venue currently.

8. Collaboration with STEAM organizations and individuals with STEAM expertise is very important to the success of this project, as are partnerships with community organizations that do not focus on STEAM. Please tell us what partnerships with STEAM (4H, astronomy clubs, museums, rockhounds) and community organizations (like cultural institutions, schools, churches, etc) and individuals in your community/region will help you to make your programs a success. Have you worked with these organizations/individuals before? If you'd like to partner with a new organization, what are your plans for building that partnership? Please reference BOTH types of organizations (STEAM organizations and community organizations) in your response. A letter of commitment is not required, but we do request that you confirm interest in participation with the venue, rather than sharing possible partners.

9. Describe the programs you plan to implement to meet or to exceed the project requirements. Project requirements are: 2 programs for public audiences of any age. We realize your program plans may change after award, so you are not obligated to these plans. Please describe potential plans for these programs. Remember, programs can be done in collaboration with your current or future partners!

10. Describe your general publicity plans for promoting your events and community engagement. How will your partnerships organizations described above aid in promotion?

Science Across America: Request for Proposals from Public Libraries

Certify Authorization

An application to receive program support for Science Across America is an application for an award from the sponsors of this project (the Education and Learning Research Group at the Space Science Institute). SSI is required by law to ask applicants to identify for each application a certifying official, who is authorized to submit applications for funding on behalf of the organization.

11. To complete this section, you must enter all of the information that is requested.

Certifying Official First and Last Name

Certifying Official Title

Certifying Official Institution

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Airport
Prepared By: Gina Grimmer
Initiator: Steve Miller
DOC ID: 16944
Legal Request Number: 25*-725
Bid/Contract Number:

TITLE
Corporate Hangar Lease Agreement With Sentinel Services Group, LLC, for Corporate Hangar Located at 16308 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

BRIEF OVERVIEW
The current lease has expired for the Corporate Hangar located at 16308 Flight Path Drive and Sentinel Services Group, LLC would like to enter into a 5-year lease with rental rates for each year of the term as specified below.

FINANCIAL IMPACT
The Airport will receive annual revenue paid in equal monthly installments, along with any other required taxes and fees, in the amounts stated below and recognized in:

Fund: 4311 - Airport/Industrial Park, **Account: 3620024** - Lease-Airport Hangars.

LEGAL NOTE
This Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board approve and authorize the Chairman's signature on the attached Corporate Hangar Lease Agreement with Sentinel Services Group, LLC for the lease of the Corporate Hangar located at 16308 Flight Path Drive.

REVIEW PROCESS

Steve Miller	Approved	01/14/2026 1:26 PM
Valerie Pianta	Approved	01/14/2026 2:01 PM
Erin Dohren	Approved	01/16/2026 3:52 PM
Amelia Gebala	Approved	01/21/2026 8:14 AM
Pamela Hare	Approved	01/21/2026 10:07 AM
Jon Jouben	Approved	01/22/2026 2:33 PM
Heidi Prouse	Approved	01/22/2026 2:53 PM
Toni Brady	Approved	01/22/2026 2:58 PM
Jeffrey Rogers	Approved	01/23/2026 10:42 AM
Colleen Conko	Approved	01/23/2026 10:45 AM

CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of ____ day of _____2026, between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 and **Sentinel Services Group, LLC**, a Florida limited liability company (the "**Lessee**") whose address is P.O. Box 15392, Brooksville, FL 34604.

WHEREAS, the Brooksville-Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A. The **Lessor** hereby leases the real property and Improvements defined in section 1.B. with a street address of 16308 Flight Path Drive, Brooksville, FL 34604 ("the Premises").

1.B. The building containing approximately 6,000 square feet of interior floor space together with certain improvements, such as the ramp, on the property are referred to herein

collectively as "the Improvements". The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed below by the **Lessor** and the **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the 1st day of March **202**6 and shall end on the anniversary date five years hence (the "Anniversary Date"), unless it is terminated earlier as provided in this Agreement. Either party may terminate this Agreement without cause by delivering to the other party sixty (60) days' written notice.

2.B. Renewal Option: This Agreement may be renewed by Lessee by providing written notice of renewal no less than one hundred twenty (120) days prior to the end of the then current lease term or renewal term, and upon Lessor's written approval of such renewal, and subject to section 4.A.2 below. The renewal period shall continue in effect for five (5) year terms upon the same terms and conditions, unless otherwise agreed upon in writing by the parties and unless terminated in accordance with this Agreement.

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** shall deposit with the **Lessor** the sum of (One Thousand Five Hundred and no/100 dollars ($1,500.00) (the "Security Deposit") no later than ten (10) days prior to this Agreement being presented to the Hernando County Board of County Commissioners for execution; which deposit shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to, or otherwise violates, any provision of this Agreement, including but not limited to the non-payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the Security Deposit not used or applied by the **Lessor** in accordance with section 3.B. above. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. **Lessee** shall pay to the **Lessor** the following rent:

4.A.1. Lessee shall pay Monthly Rent in the amount of 1/12th of the Annual Rent in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for five year(s):

	$ per square foot	Annual Rent	Monthly Rent
Year 1	$8.24	$49,440.00	$4,120.00
Year 2	$8.49	$50,923.00	$4,243.60
Year 3	$8.74	$52,450.90	$4,370.91
Year 4	$9.00	$54,024.42	$4,502.04
Year 5	$9.27	$55,645.16	$4,637.10

4.A.2. In the event the Lessee seeks renewal pursuant to section 2.B. above, the Annual Rent shall be negotiated between the **Lessor** and the **Lessee,** based upon the fair market value rent of the Premises at the time of renewal, as a precondition for the renewal option taking effect. In the event that the **Lessor** and the **Lessee** are unable to agree on the Annual Rent for the renewal period, at least three (3) months prior to the Anniversary Date of this Agreement, then this Agreement shall terminate, and the **Lessee** shall surrender the Premises to the **Lessor** as provided elsewhere in this Agreement.

4.B. Late Payment Penalty: A ten percent (10%) monthly penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Agreement and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor**.

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned or managed aircraft and related support equipment. Additionally, Lessee shall conduct aircraft and aircraft related repair and maintenance in the Premises. No other use shall be permitted without the prior written consent of the Airport Manager.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises that results in any damage of the Premises, or that damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is solely responsible for any fine, penalty or judgment handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) that now or in the future is determined by any state, federal or local governmental authority to pose a risk of injury to health, safety or property or the use or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with, any required permits and applicable laws. If the **Lessee** breaches its obligations, as set forth herein, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the Premises and hereby leases the Premises at 16308 Flight Path Drive, Brooksville, FL as is. The **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** acknowledges the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** shall maintain fire and casualty insurance on the Improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, if the Lessor maintains such insurance coverage for the Premises under a master or umbrella policy, the **Lessee** shall reimburse the **Lessor** the amount

of Lessee's pro rata share of such coverage. The **Lessee** shall pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. In addition, at all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. In addition, the **Lessee**, at the **Lessee's** sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. The Lessee shall provide to the Airport Manager Insurance Certificates as proof of the required coverage prior to any use or occupation of the Premises. Notwithstanding the foregoing, the existence of insurance does not relieve the **Lessee**, its employees or agents of any duty imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought Type/Reason: _____
Approval: _____ (Airport Manager's Initials)
Approval: _____ (County Administrator's Initials)

8.B.3. Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of auto liability insurance (inclusive of any amounts provided by an umbrella or excess policy) is $1,000,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall provide evidence of continuing coverage throughout the term of this Agreement upon Lessor's request. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in

writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to terminate this Agreement and evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of any insurance coverage required herein shall subject the **Lessee** to a penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. To the extent permitted by Florida law, the **Lessor** shall indemnify, defend, and save the **Lessee** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly by any acts or omissions of the **Lessor**, its agents, contractors, subcontractors, employees, or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessor** shall give the **Lessee** immediate written notice of any such happening causing injury to persons or property.

9.C. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.D. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of

whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such damage of all items covered in this paragraph.

9.E. Damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the **Lessor**. The **Lessor** shall adequately maintain all such common areas in good, usable condition throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee's** right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

The Lessee shall install no signs on the exterior of the Improvements without prior written consent of the Airport Manager and shall install any such approved signage in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes to the Premises except with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the premises shall be made or installed in accordance with applicable laws and codes. **Lessor's** approval of the plans for any alterations, additions or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of the **Lessor** for their completeness, design sufficiency or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage thereto is caused by any act or negligence of the **Lessee**, its employees, agents, invitees or contractors, then such damage shall be repaired by the **Lessee**, at Lessee's own expense, to the reasonable satisfaction of the **Lessor**.

14.B. Except as provided in section 14.A., at all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, ramp, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants, as adopted from time to time by the Aviation Authority and the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration, including but not limited to Compliance Order 5190.6A, as amended from time to time, pertaining to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

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

SECTION 19 - NON-DISCRIMINATION

The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49

CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

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

20.B. The **Lessee** and its successors and assigns shall 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.

20.C. The **Lessee** and its successors and assigns shall prevent any use of the herein described Premises that would interfere with or adversely affect the operation or maintenance of the Airport or the air traffic thereover or otherwise constitute an airport hazard.

SECTION 21 - COVENANTS

21.A. As a part of the consideration for this Agreement, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the Effective Date be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Lessor or Lessors of said Premises, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the Premises' real property or Improvements, or any part thereof, or on or against the income from said Premises, it being the intention of the parties to this Agreement that the rents herein reserved shall constitute a net income to the **Lessor** from said Premises, equal in amount to said rents described in section 4 above.

21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this Agreement, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this Agreement or any of the terms thereof, on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the Agreement or those terms thereof shall terminate, expire and come to an end on the fifteenth day from Lessee's receipt of the said notice. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this Agreement shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this Agreement or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this Agreement, at the option of the **Lessor**, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this Agreement contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of monies received by it from **Lessee** or others on behalf of **Lessee**.

21.B. As a part of the consideration for this Agreement, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained, the **Lessor** may thereupon re-enter said Premises and immediately this Agreement shall be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3. Lessor agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stems from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing waives or limits the **Lessor's** sovereign immunity or any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises is damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises is damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee**'s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon automatically become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed

abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessor** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 24 - HOLDING OVER

If the **Lessee** remains in possession of the Premises, or any part thereof, after expiration or any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, without limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all of the terms and conditions set forth in this Agreement, except that the Monthly Rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rent (including Monthly Rent, Annual Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or

addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or (4) attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Monthly Rent, Annual Rent and Additional Rent payable by the **Lessee** hereunder. The foregoing remedies shall be available to **Lessor** on giving the **Lessee** fifteen (15) days' notice thereof in writing of its intention. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of a default or violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default or violation shall impair such right or be construed to be a waiver of a default or violation.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES

Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein shall not be interpreted against either party but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

SECTION 27 - FORCE MAJEURE

In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

All notices, consents, waivers, demands, requests or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof. Any such notice shall be deemed received on the third business day from the date it is sent, or on the date of receipt indicated on the certified mail or registered mail receipt, whichever is earlier.

SECTION 29 - ASSIGNMENT AND SUBLETTING

The **Lessee** may <u>not</u> assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved is section 5.A above.

SECTION 30 - SUCCESSORS

This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns and shall be binding upon the **Lessee** and its successors and assigns.

SECTION 31 - ENTIRE AGREEMENT

This Agreement and the exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee.**

SECTION 32 - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

The **Lessor** designates and the **Lessee** acknowledges that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 - ACCESS TO PREMISES

The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, or making inspections or showing the same to prospective purchasers, lessors, or lenders.

SECTION 36 - QUIET ENJOYMENT

The **Lessee**, so long as **Lessee** does not default in the performance of, or violate, any of the terms of this Agreement, shall peaceably and quietly hold, occupy and enjoy the Premises, during the term hereof without any hindrance by the **Lessor.**

SECTION 37 - EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

ATTEST:

Sentinel Services Group, LLC **LESSEE**

By: _____ 9 Jan 2026
Robert Rey, Manager Date

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 9 day of January 2026, Robert Rey as Manager of Sentinel Services Group, LLC, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

Christine Ann Schmidt
(Name typed, printed or stamped)

CHRISTINE ANN SCHMIDT
Notary Public - State of Florida
Commission # HH 329056
My Comm. Expires Nov 3, 2028
Bonded through National Notary Assn.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA **LESSOR**

_____
Douglas A. Chorvat, Jr.
CLERK OF CIRCUIT COURT

By: _____
Jerry Campbell, Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is ROBERT S. REY and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with SENTINEL SERVICES, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I ROBERT S. REY, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

SENTINEL SERVICES
Name of Nongovernmental Entity

ROBERT S REY
Printed Name of Affiant

MANAGING MEMBER
Title of Affiant

Robert S. Rey
Signature of Affiant

9 JAN 2026
Date

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

Hernando County
Board of County Commissioners
20 N Main St #460
Brooksville, FL 34601

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Sentinel Fuel Services, LLC
16308 Flight Path Dr, Hangar 308
Brooksville, FL 34604

POLICY NUMBER: NAF6065990
POLICY PERIOD: From March 23, 2025 To March 23, 2026
INSURANCE COMPANY: Endurance Assurance Corporation

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY: Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as Additional Insured but only to the extent of liability imposed upon Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's aviation operations.

Nothing in this Certificate shall prejudice the Company's rights of recourse against the Additional Insureds as manufacturers, repairers, suppliers, or servicing agents where such rights of recourse would have existed had this agreement not been effected.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of March 23, 2025.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies.

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown
W. Brown & Associates Insurance Services

Date of Issue: March 28, 2025
Certificate No.: 1

SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

16308 Flight Path Dr, Hangar 308, Brooksville, FL, 34604
2475 American Flyer Way, Brooksville, FL, 34604

Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers)	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal Injury & Advertising Injury Aggregate Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Limit (Any One Fire)	$100,000
Medical Expense Limit (Any One Person)	$5,000
Each Occurrence	$25,000
Hangarkeepers Each Loss Limit	$1,000,000
Hangarkeepers Each Aircraft Limit	$1,000,000
Hangarkeepers Deductible Each Occurrence	See Below

Premises Property Damage & Bodily Injury Deductible - $5,000 each loss.
Aircraft Property Damage Deductible - $5,000 per claim. / $10,000 per claim Jet-Turbine / Deductible
Per Loss - Unlimited
Hangarkeepers Deductible - $5,000 per aircraft. / $10,000 per claim Jet-Turbine / Deductible Per Loss -
Unlimited

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:
To Whom It May Concern

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
Sentinel Fuel Services, LLC
16308 Flight Path Dr, Hangar 308
Brooksville, FL 34604

POLICY NUMBER: NAF6065990
POLICY PERIOD: From March 23, 2025 To March 23, 2026
INSURANCE COMPANY: Endurance Assurance Corporation

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY: Please refer to attached schedule which is incorporated as a part hereof.

This Certificate is provided as evidence of coverage only.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of March 23, 2025.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies.

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown
W. Brown & Associates Insurance Services

Date of Issue: March 28, 2025
Certificate No.: 2

SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

16308 Flight Path Dr, Hangar 308, Brooksville, FL, 34604
2475 American Flyer Way, Brooksville, FL, 34604

Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers)	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal Injury & Advertising Injury Aggregate Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Limit (Any One Fire)	$100,000
Medical Expense Limit (Any One Person)	$5,000
Each Occurrence	$25,000
Hangarkeepers Each Loss Limit	$1,000,000
Hangarkeepers Each Aircraft Limit	$1,000,000
Hangarkeepers Deductible Each Occurrence	See Below

Premises Property Damage & Bodily Injury Deductible - $5,000 each loss.
Aircraft Property Damage Deductible - $5,000 per claim. / $10,000 per claim Jet-Turbine / Deductible
Per Loss - Unlimited
Hangarkeepers Deductible - $5,000 per aircraft. / $10,000 per claim Jet-Turbine / Deductible Per Loss -
Unlimited

SCHEDULE OF ADDITIONAL INSUREDS ENDORSEMENT

Named Insured			Endorsement Number
Sentinel Fuel Services LLC			011
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
TSP	G28233735 006	03/24/2025 to 03/24/2026	10/09/2025
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

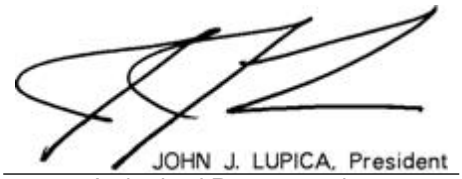
The "insured" and the Insurer hereby agree to the following changes to this Policy:

The persons or organizations identified in the Schedule of Additional Insureds, below, shall be considered "additional insureds" pursuant to this Policy, but only with respect to their vicarious liability for the direct liability of a "named insured" arising out of a "storage tank incident" to which this Policy applies.

Schedule of Additional Insureds

1. Hernando County
Board of County Commissioners
20 N Main St #460,
Brooksville, FL 34601

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Airport
Prepared By: Gina Grimmer
Initiator: Steve Miller
DOC ID: 16945
Legal Request Number: 25-726
Bid/Contract Number:

TITLE
Corporate Hangar Lease Agreement With Sentinel Services Group, LLC, for Corporate Hangar Located at 16312 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

BRIEF OVERVIEW
Sentinel Services Group, LLC, desires to enter into a 5-year lease for the Corporate Hangar located at 16312 Flight Path Drive with rental rates for each year of the term as specified below.

FINANCIAL IMPACT
The Airport will receive revenue paid in equal monthly installments, along with any other required taxes and fees, in the amounts stated below and recognized in:

Fund: 4311 - Airport/Industrial Park, **Account: 3620024** - Lease-Airport Hangars.

LEGAL NOTE
This Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board approve and authorize the Chairman's signature on the attached Corporate Hangar Lease Agreement with Sentinel Services Group, LLC for the lease of the Corporate Hangar located at 16312 Flight Path Drive.

REVIEW PROCESS

Steve Miller	Approved	01/14/2026 1:27 PM
Valerie Pianta	Approved	01/14/2026 2:08 PM
Erin Dohren	Approved	01/21/2026 12:59 PM
Amelia Gebala	Escalated	01/21/2026 1:33 PM
Erin Dohren	Approved	01/21/2026 1:34 PM
Pamela Hare	Approved	01/21/2026 4:33 PM
Jon Jouben	Approved	01/22/2026 2:33 PM
Heidi Prouse	Approved	01/22/2026 2:54 PM
Toni Brady	Approved	01/22/2026 2:59 PM
Jeffrey Rogers	Approved	01/23/2026 10:42 AM
Colleen Conko	Approved	01/23/2026 10:45 AM

CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of ____ day of _____, between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 and **Sentinel Services Group, LLC**, a Florida limited liability company (the "**Lessee**") whose address is P.O. Box 15392, Brooksville, FL 34604.

WHEREAS, the Brooksville-Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A. The **Lessor** hereby leases the real property, and the Improvements defined in section 1.B. with a street address of 16312 Flight Path Drive, Brooksville, FL 34604 ("the Premises").

1.B. The building containing approximately 6,560 square feet of interior floor space together with certain improvements, such as the ramp, on the property are referred to herein

collectively as "the Improvements". The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed below by the **Lessor** and the **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the 1st day of February 2026 and shall end on the anniversary date five years hence (the "Anniversary Date"), unless it is terminated earlier as provided in this Agreement. Either party may terminate this Agreement without cause by delivering to the other party thirty (30) days' written notice.

2.B. Renewal Option: This Agreement may be renewed by Lessee by providing written notice of renewal no less than one hundred twenty (120) days prior to the end of the then current lease term or renewal term, and upon Lessor's written approval of such renewal, and subject to section 4.A.2 below. The renewal period shall continue in effect for five (5) year terms upon the same terms and conditions, unless otherwise agreed upon in writing by the parties and unless terminated in accordance with this Agreement.

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** shall deposit with the **Lessor** the sum of (One Thousand Five Hundred and no/100 dollars ($1,500.00) (the "Security Deposit") no later than ten (10) days prior to this Agreement being presented to the Hernando County Board of County Commissioners for execution; which deposit shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to, or otherwise violates, any provision of this Agreement, including but not limited to the non-payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the Security Deposit not used or applied by the **Lessor** in accordance with section 3.B. above. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. **Lessee** shall pay to the **Lessor** the following rent:

4.A.1. **Lessee** shall pay Monthly Rent in the amount of 1/12th of the Annual Rent in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for five year(s):

	$ per square foot	Annual Rent	Monthly Rent
Year 1	$8.00	$52,480.00	$4,373.33
Year 2	$8.24	$54,054.40	$4,504.53
Year 3	$8.49	$55,676.03	$4,639.67
Year 4	$8.74	$57,346.31	$4,778.86
Year 5	$9.00	$59,066.70	$4,922.23

4.A.2. In the event the Lessee seeks renewal pursuant to section 2.B. above, the Annual Rent shall be negotiated between the **Lessor** and the **Lessee,** based upon the fair market value rent of the Premises at the time of renewal, as a precondition for the renewal option taking effect. In the event that the **Lessor** and the **Lessee** are unable to agree on the Annual Rent for the renewal period, at least three (3) months prior to the Anniversary Date of this Agreement, then this Agreement shall terminate, and the **Lessee** shall surrender the Premises to the **Lessor** as provided elsewhere in this Agreement.

4.B. Late Payment Penalty: A ten percent (10%) monthly penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Agreement and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor.**

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned or managed aircraft and related support equipment. Additionally, Lessee shall conduct equipment repair and maintenance on the Premises. No other use shall be permitted without the prior written consent of the Airport Manager.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or other public or private regulatory authority that has jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises that results in any damage of the Premises, or that damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is solely responsible for any fine, penalty or judgment handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) that now or in the future is determined by any state, federal or local governmental authority to pose a risk of injury to health, safety or property or the use or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with, any required permits and applicable laws. If the **Lessee** breaches its obligations, as set forth herein, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the Premises and hereby leases the Premises at 16312 Flight Path Drive, Brooksville, FL as is. The **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** acknowledges the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** shall maintain fire and casualty insurance on the Improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, if the Lessor maintains such insurance coverage for the Premises under a master or umbrella policy, the **Lessee** shall reimburse the **Lessor** the amount

of Lessee's pro rata share of such coverage. The **Lessee** shall pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. In addition, at all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. In addition, the **Lessee**, at the **Lessee's** sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. The Lessee shall provide to the Airport Manager Insurance Certificates as proof of the required coverage prior to any use or occupation of the Premises. Notwithstanding the foregoing, the existence of insurance does not relieve the **Lessee**, its employees or agents of any duty imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought: Type/Reason: _____
Approval: _____ (Airport Manager Initials)
Approval: _____ (County Administrator)

8.B.3. Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of auto liability insurance (inclusive of any amounts provided by an umbrella or excess policy) is $500,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall provide evidence of continuing coverage throughout the term of this Agreement upon Lessor's request. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in

writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to terminate this Agreement and evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of any insurance coverage required herein shall subject the **Lessee** to a penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. To the extent permitted by Florida law, the **Lessor** shall indemnify, defend, and save the **Lessee** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly by any acts or omissions of the **Lessor**, its agents, contractors, subcontractors, employees, or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessor** shall give the **Lessee** immediate written notice of any such happening causing injury to persons or property.

9.C. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.D. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of

whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such damage of all items covered in this paragraph.

9.E. Damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the **Lessor**. The **Lessor** shall adequately maintain all such common areas in good, usable condition throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee**'s right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

The Lessee shall install no signs on the exterior of the Improvements without prior written consent of the Airport Manager and shall install any such approved signage in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes to the Premises except with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the premises shall be made or installed in accordance with applicable laws and codes. **Lessor's** approval of the plans for any alterations, additions or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of the **Lessor** for their completeness, design sufficiency or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage thereto is caused by any act or negligence of the **Lessee**, its employees, agents, invitees or contractors, then such damage shall be repaired by the **Lessee**, at Lessee's own expense, to the reasonable satisfaction of the **Lessor**.

14.B. Except as provided in section 14.A., at all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, ramp, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants, as adopted from time to time by the Aviation Authority and the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration, including but not limited to Compliance Order 5190.6A, as amended from time to time, pertaining to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

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

SECTION 19 - NON-DISCRIMINATION

The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49

CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

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

20.B. The **Lessee** and its successors and assigns shall 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.

20.C. The **Lessee** and its successors and assigns shall prevent any use of the herein described Premises that would interfere with or adversely affect the operation or maintenance of the Airport or the air traffic thereover or otherwise constitute an airport hazard.

SECTION 21 – COVENANTS

21.A. As a part of the consideration for this Agreement, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the Effective Date be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Lessor or Lessors of said Premises, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the Premises' real property or Improvements, or any part thereof, or on or against the income from said Premises, it being the intention of the parties to this Agreement that the rents herein reserved shall constitute a net income to the **Lessor** from said Premises, equal in amount to said rents described in section 4 above.

21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this Agreement, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this Agreement or any of the terms thereof, on giving the **Lessee** fifteen (15) days' notice thereof in writing of its intention to do so, and upon giving such notice the Agreement or those terms thereof shall terminate, expire and come to an end on the fifteenth day from Lessee's receipt of the said notice. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this Agreement shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this Agreement or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this Agreement, at the option of the **Lessor**, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this Agreement contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of monies received by it from **Lessee** or others on behalf of **Lessee**.

21.B. As a part of the consideration for this Agreement, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained, the **Lessor** may thereupon re-enter said Premises and immediately this Agreement shall be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3. Lessor agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stems from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing waives or limits the **Lessor's** sovereign immunity or any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises are damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises are damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee**'s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon automatically become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed

abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessor** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 24 - HOLDING OVER

If the **Lessee** remains in possession of the Premises, or any part thereof, after expiration or any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, without limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all of the terms and conditions set forth in this Agreement, except that the Monthly Rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rent (including Monthly Rent, Annual Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or

addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or (4) attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Monthly Rent, Annual Rent and Additional Rent payable by the **Lessee** hereunder. The foregoing remedies shall be available to **Lessor** on giving the **Lessee** fifteen (15) days' notice thereof in writing of its intention. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of a default or violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default or violation shall impair such right or be construed to be a waiver of a default or violation.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES

Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein shall not be interpreted against either party but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

SECTION 27 - FORCE MAJEURE

In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

All notices, consents, waivers, demands, requests or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof. Any such notice shall be deemed received on the third business day from the date it is sent, or on the date of receipt indicated on the certified mail or registered mail receipt, whichever is earlier.

SECTION 29 - ASSIGNMENT AND SUBLETTING

The **Lessee** may <u>not</u> assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved is section 5.A above.

SECTION 30 - SUCCESSORS

This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns and shall be binding upon the **Lessee** and its successors and assigns.

SECTION 31 - ENTIRE AGREEMENT

This Agreement and the exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee**.

SECTION 32 - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

The **Lessor** designates and the **Lessee** acknowledges that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 - ACCESS TO PREMISES

The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, or making inspections or showing the same to prospective purchasers, lessors, or lenders.

SECTION 36 - QUIET ENJOYMENT

The **Lessee**, so long as **Lessee** does not default in the performance of, or violate, any of the terms of this Agreement, shall peaceably and quietly hold, occupy and enjoy the Premises, during the term hereof without any hindrance by the **Lessor**.

SECTION 37 - EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

ATTEST:

Sentinel Services Group, LLC **LESSEE**

By: _____ 9 Jan 2026
Robert Rey, Owner Date

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 9 day of January, Robert Rey, Owner of Sentinel Services Group, LLC, who is personally known to me or who has produced _____ as identification.

CHRISTINE ANN SCHMIDT
Notary Public - State of Florida
Commission # HH 329056
My Comm. Expires Nov 3, 2026
Bonded through National Notary Assn.

_____
(Signature of person taking acknowledgment)

Christine Ann Schmidt
(Name typed, printed or stamped)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA **LESSOR**

_____
Douglas A. Chorvat, Jr.
CLERK OF CIRCUIT COURT

By: _____
Jerry Campbell, Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Jouben
County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is ROBERT S. REY and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with SENTINEL SERVICES, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I ROBERT S. REY, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

SENTINEL SERVICES
Name of Nongovernmental Entity

ROBERT S REY
Printed Name of Affiant

MANAGING MEMBER
Title of Affiant

Robert S. Rey
Signature of Affiant

9 JAN 2026
Date

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Code Enforcement
Prepared By: Jenna Swartzmiller
Initiator: James Terry
DOC ID: 16882
Legal Request Number: 25-719
Bid/Contract Number:

TITLE
Satisfaction of Code Enforcement Public Nuisance Abatement Special Assessment Lien for Richard E. Harrison

BRIEF OVERVIEW
Code Enforcement has received payment for one (1) public nuisance abatement special assessment lien, which includes the associated administrative and processing expenses.

FINANCIAL IMPACT
Summary: Total Receipts = $969.00

Revenue:
Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 3439010** - Fees-Property Maint. - $290.00

Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 3611000** - Interest-Operating - $629.00

Balance Sheet:
Fund: 0011 - General Fund, **Account: 1151015** - Acct Rec-Property Mgmt. - $30.00 The account receivable (AR) balance will reduce upon receipt.

Expense:
Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 5304923** - Fees/Costs-Filing Fees - $20.00

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the attached Satisfaction of Lien, authorize the Chairman's signature upon it, and authorize it be recorded in the County Official Records.

REVIEW PROCESS

James Terry	Approved	01/12/2026 2:30 PM
Erin Dohren	Approved	01/15/2026 3:10 PM
Pamela Hare	Approved	01/15/2026 3:58 PM
Melissa Tartaglia	Approved	01/16/2026 11:52 AM
Heidi Prouse	Approved	01/20/2026 12:22 PM
Toni Brady	Approved	01/21/2026 7:46 PM
Jeffrey Rogers	Approved	01/22/2026 7:14 AM
Colleen Conko	Approved	01/22/2026 8:23 AM

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the lien in the sum of $969.00 ($333.00 assessment with interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated May 15, 2007, and recorded in Official Record Book 2457, Page 991, of the Public Records of Hernando County, Florida, against the following described real property:

5045 ORLANDO AVENUE – KEY 194051
TANGERINE ESTATES BLK EE LOT 61, HERNANDO COUNTY, FLORIDA

Owner's name: RICHARD E. HARRISON
Mailing address: 2001 BOXWOOD DRIVE, FRANKLIN, TN 37069-6908

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____ 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat Jr., Clerk of Circuit Court

Approved for Form and Legal Sufficiency

By: Melissa Tartaglia
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___day of _____. 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed, or stamped)

(Title)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

Hernando County Code Enforcement Department
Satisfaction of Public Nuisance Liens for FY 2025

Lien Satisfaction Document # 16882
Legal Request Number:

Line #		A	B	C	D	E	F	G	H	I	J	K	L
	Property Address	Parcel Key #	Code Enforcement Case #	Lien #	Initial Admin Lien Fee	Cost Incurred to Remedy	Additional Insp Fees	Late Fee & $25 Surcharge	Recording Fee	Lien Amount	Lien Interest	Satisfaction Fee	Amount Paid
	Financial Code				3439010	115015	3439010	3439010	5304923		3611000	5304923	
1	5045 Orlando Avenue	194051	175209	194873	$ 240.00	$ 30.00	$ 25.00	$ 25.00	$ 10.00	**$ 330.00**	$ 629.00	$ 10.00	$ 969.00
2										$ -			$ -
3										$ -			$ -
4										$ -			$ -
5										$ -			$ -
6										$ -			$ -
7										$ -			$ -
8										$ -			$ -
9										$ -			$ -
10										$ -			$ -
11										$ -			$ -
12										$ -			$ -
13										$ -			$ -
14										$ -			$ -
15										$ -			$ -
												Total Amount Paid:	$ 969.00
Allocation Summary:													
	0011-01531-3439010 (Col D,F&G)				$ 240.00		$ 25.00	$ 25.00					$ 290.00
	0011-01531-3611000 (Col J)										$ 629.00		$ 629.00
	0011-115015 (Col E)					$ 30.00							$ 30.00
	0011-01531-5304923 (Col H+K)								$ 10.00			$ 10.00	$ 20.00
	Allocation Total:				$ 240.00	$ 30.00	$ 25.00	$ 25.00	$ 10.00	$ 330.00	$ 629.00	$ 10.00	$ 969.00

TITLE
Satisfaction of Second Mortgage for Carol Raab Through Neighborhood Stabilization Program Purchase Assistance Program

BRIEF OVERVIEW
Attached is the satisfaction for the loan granted through the Neighborhood Stabilization Purchase Assistance Program to Carol Raab in the amount of $52,949 at 1504 Amy Circle, Spring Hill.

Ms. Raab received a second mortgage loan from the Neighborhood Stabilization Program which is provided to qualified homebuyers at zero percent interest. The loan is forgivable in its entirety at the end of the affordability period. According to the Housing Assistance Plan in effect at the time of the loan, the affordability period was 15 years. The requirements of the program and affordability period have been met.

Funds to pay for the recording of the satisfaction of mortgage in the amount of $10.00 were received and forwarded to the Finance Department.

FINANCIAL IMPACT
Expense in the amount of $10.00 to satisfy the cost of recording will be charged to:

Expense:

Fund: 0011 - General Fund, **Department: 35089** - HHS/DCA CDBG NSP 3 PGM, **Account: 5304924** - Fees/Costs - Permit Appln

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached satisfaction of mortgage.

REVIEW PROCESS

Veda Ramirez	Approved	01/14/2026	5:20 PM
Erin Briggs	Approved	01/16/2026	8:12 AM
Shaun Kusnierczak - FYI	Notified - FYI	01/16/2026	8:12 AM
Erin Dohren	Approved	01/21/2026	1:06 PM
Pamela Hare	Approved	01/21/2026	1:27 PM
Michael Cowan	Approved	01/22/2026	2:34 PM
Heidi Prouse	Approved	01/22/2026	3:03 PM
Toni Brady	Approved	01/22/2026	3:04 PM

Jeffrey Rogers	Approved	01/23/2026 10:43 AM
Colleen Conko	Approved	01/23/2026 10:46 AM

Instr #2012044539 BK:2927 PG:794 Filed & Recorded:8/8/2012 9:15:31 AM,#Pgs:6 Rec Fees:$52.50 Mtg Stamps:$38.85 Int Tax ExemptLTC Deputy Clk, Karen Nicolai, Hernando County Clerk of Court

R

HERNANDO COUNTY HEALTH AND Human Services
Neighborhood Stabilization Program (NSP)
20 N. Main Street
BROOKSVILLE, FL 34601

SECOND MORTGAGE
UNDER
HERNANDO COUNTY, FLORIDA
NSP PURCHASE ASSISTANCE PROGRAM

This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary residence of the borrower.

THIS SECOND MORTGAGE is made this 17th day of November, **2010,** between the Mortgagor(s), **(A single woman)** Carol Raab (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's NSP Purchase Assistance Program for the purchase and rehabilitation of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, **Homestar Financial Corp, 848 Jesse Jewell Parkway SW Gainesville, FA 30501** the Borrower has applied to the County for a NSP Purchase Payment Assistance Loan in the amount of **Fifty Two Thousand Nine Hundred Forty Nine and 00/100 DOLLARS ($52,949.00)** (the "Loan"), the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred Twenty Percent (120%) of Hernando County's median family income, as defined by HUD in its 2009 Income Limits Documentation System as it pertains to the Federal NSP Register, the Borrower is eligible to participate in the County's NSP Purchase Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal amount **Fifty Two Thousand Nine Hundred Forty Nine and 00/100 DOLLARS ($52,949.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **November 17th, 2010** and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

Lot 2, Block 313, Spring Hill Unit 7, According to the Plat Thereof, as Recorded in Plat Book 8, Pages 11-24, Inclusive, of The Public Records of Hernando County, Florida
Which has an address of: **1504 Amy Circle, Spring Hill, FL 34608** (herein the "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor **Homestar Financial Corp, 848 Jesse Jewell Parkway SW Gainesville, FA 30501** and for other encumbrances of record. Borrower

"Modification to mortgage *amount*" on Bk 2789 Pgs 1129-1134, change from $41,864.00 to $52,949.00, new money difference of $11,085.00.

covenants, represents and warrants to the County and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the County may require and in such amounts and for such periods as the County may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement or applicable law.

Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take any action hereunder.

6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements herein contained shall find, and the rights hereunder shall insure to, the respective successors and assigns of the County and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with the County, at the County's option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must

be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. Special Homeownership Assistance Program; NSP Purchase Assistance Program; Covenants, Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with his/her/their family, intends to permanently reside as a household in the Property; (b) the Property is a single-family residence, (c) the Borrower's total family income at the time of its application for the Loan was less than or equal to one hundred twenty percent (120%) of the Hernando County area median income levels set forth by HUD for FY 2009, and (d) the Borrower is eligible to participate in the County's NSP Purchase Assistance Program.

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the repayment of money.

If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN. THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS $ 52,949.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE, UNLESS THE TERMS OF AGREEMENT OF THIS DOCUMENT AND ANY OF THE NSP GUIDELINES INCLUDING THE PERIOD OF AFFORDIBLITY ARE DEFAULTED UPON THEN PAYMENT WILL BE DUE IN FULL BASED ON THE SCALE AND CONDITIONS SET FORTH BELOW:

Borrower(s) receiving NSP purchase assistance and/or rehabilitation assistance funds will be required to sign a repayment agreement that will be filed against the property. The terms of the repayment agreement will require the borrower(s) to pay back 100% of the NSP funds if they sell, transfer, no longer occupy, rent, or refinance the property within Fifteen (15) years. The Fifteen years will begin with the date the repayment agreement is signed, and ends at midnight Fifteen years from that said date. If the property is sold, transferred, or ceases to be used for an eligible NSP activity and/or use a provided for in the NSP federal guidelines and all applicable Titles/§ of the USC ,and/or CFR statutes within a period of Fifteen(15) years after the Effective Date, the Owner shall repay to Lender a sum equal to the full amount of the 2nd Differed Payment Loan (DPL), as set forth above subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale less non-NSP debt recorded prior to the date of the Agreement and closing costs. If the amount of net proceeds is not sufficient to repay the entire DPL amount, then the amount to be repaid shall be as follows: where this statement of recapture conflicts with any statement in the body of this loan agreement and the accompanying Promissory Note, this statement shall take precedence as it pertains to repayment and recapture of NSP funding by reason of borrower(s) default.

Signed, sealed and delivered in the presence of:

Borrower

CAROL A. RAAB
Name

1504 Amy Circle Spring Hill FL. 34608
Address

Carol A Raab
Signature

_____
Witness #1

_____
Name:

_____
Witness #2

_____
Name:

Co Borrower

_____

_____
Address

_____
Signature

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 17th day of November, 2010, by Carol A. Raab, who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

Antonio Jenkins

PREPARED BY: Antonio Jenkins
C/O
HERNANDO COUNTY HEALTH & HUMAN SERVICES
20 NORTH MAIN STREET
BROOKSVILLE, FL. 34601

Name (type, print or stamp name)
Notary Public
My Commission Expires

ANTONIO JENKINS
MY COMMISSION # DD917626
EXPIRES Aug. 13, 2013
(407) 398-0153 FloridaNotaryService.com

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

Neighborhood Stabilization Program

Purchase Assistance Program

_____

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by Carol Raab, to **HERNANDO COUNTY**, bearing date of the 17th day of November, 2010 recorded in Official Records Book 2789, Pages 1129-1134, in the Public Records of Hernando County, Florida, securing that certain note in the principal sum of Forty-One Thousand Eight Hundred Sixty Four and 00/100 Dollars ($41,864.00) and modified mortgage recorded August 8, 2012, in Official Records Book 2927, Page 794, in the Public Records of Hernando County, Florida, amending the note to the principal sum of Fifty-Two Thousand Nine Hundred Forty Nine and 00/100 Dollars ($52,949.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

Lot 2, Block 313, Spring Hill Unit 7, According to the Plat Thereof, as Recorded in Plat Book 8, Pages 11-24, Inclusive, of the Public Records of Hernando County, Florida

Which has an address of: **1504 Amy Circle, Spring Hill, FL 34608**

hereby acknowledges satisfaction of said notes and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Jerry Campbell, Chairman

ATTEST:

_____

Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____

County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence € or online notarization € this ____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Veda Ramirez
DOC ID: 16894
Legal Request Number: 2025-695-1
Bid/Contract Number:

TITLE
Satisfactions of Mortgage for Mamie Davis and Julia L. Scourtas Through Homeownership Down Payment Assistance Program

BRIEF OVERVIEW
Attached are the following satisfactions of mortgage for Hernando County's State Initiatives Partnership Program. Down Payment Assistance Loan:

Down Payment Assistance

- Julia L. Scourtas - 9160 Southern Charm Circle, Brooksville - $7,600.00

Housing Rehabilitation Deferred Payment Loan Agreement

- Mamie Davis - 27100 Aubrey Avenue, Brooksville - $5,107.75

FINANCIAL IMPACT
Revenue in the amount of $12,707.75 to:

Fund: 1271 - State Housing Initiatives Partnership Program, **Department 35051** - SHIP Grant - Housing Auth - **Account: 3699030** - Miscellaneous Revenue Down Payment Reimbursement

Expenses in the amount $20.00 to satisfy the cost of recording to:

Fund 1271 - State Housing Initiatives Partnership Program, **Account: 2020001** - Accounts Payable

LEGAL NOTE
The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached satisfactions of mortgage.

REVIEW PROCESS

Veda Ramirez		Approved	12/23/2025 4:47 PM
Erin Briggs		Approved	12/26/2025 7:56 AM
Shaun Kusnierczak	- FYI	Notified - FYI	12/26/2025 7:56 AM
Erin Dohren		Approved	12/26/2025 4:22 PM
Pamela Hare		Approved	01/12/2026 9:05 AM
Michael Cowan		Approved	01/12/2026 9:17 AM
Heidi Prouse		Approved	01/12/2026 11:51 AM
Toni Brady		Approved	01/12/2026 7:28 PM

Jeffrey Rogers	Approved	01/20/2026	5:32 PM
Colleen Conko	Approved	01/21/2026	7:32 AM

Instr #2015037956 BK: 3243 PG: 670, Filed & Recorded: 7/2/2015 10:52 AM RS Deputy Clk, #Pgs:9
Don Barbee Jr,Clerk of the Circuit Court Hernando CO FL Rec Fees: $78.00 Mtg Stamp: $26.60
NOTE: SOME ENTRIES ARE OF POOR QUALITY AND MAY NOT BE LEGIBLE.

Mail 9/3

R

Security Title Services
Spring Hill Dr.
FL 34609-5552
7033A

78.00
26.60
104.60

HERNANDO COUNTY
HOUSING AUTHORITY
1661 Blaise Drive
BROOKSVILLE, FL 34601

R

SECOND MORTGAGE
UNDER
HERNANDO COUNTY, FLORIDA
HOMEOWNERSHIP PROGRAM
DOWN PAYMENT ASSISTANCE PROGRAM

This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the borrower/recipient continues to live in the unit the loan is forgiven.

THIS SECOND MORTGAGE is made this 29th day of June, **2015,** between the Mortgagor, **Julia L. Scourtas, (a single woman)** (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, **Julia L. Scourtas, (a single woman).** The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of **Seven Thousand Six Hundred Dollars and 00/100 ($7,600.00)** (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family income at the time of its application for the Loan is less than Eighty Percent (80%) of Hernando County's median family income. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal **Seven Thousand Six Hundred Dollars and 00/100 ($7,600.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated 6-29-15, **2015,** and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal indebtedness. If not sooner paid, the Note is due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

Lot 444, Spring Ridge, according to the Plat thereof, recorded in Plat Book 35, Page(s) 45 through 59, of the Public Records of Hernando County, Florida.

which has an address of **9160 Southern Charm Circle, Brooksville, FL**
(Street) *(City)*
Florida **34613** (herein the "Property Address"); Key **#01577387**
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor **Patriot Lending Services, Inc., it's successors and or assigns as their interest may appear,** and for other encumbrances of record. Borrower covenants, represents and warrants to the County and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note. Recipients/Borrower(s) may repay their loan at any time in a lump sum payment.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the County may require and in such amounts and for such periods as the County may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the County; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to the sums secured by this Mortgage subject to the actions of First Mortgagee.

4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement or applicable law.

Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the

parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take any action hereunder.

6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of the County subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into. At the County's option, the County may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, the Note secured by this Mortgage shall immediately become due and payable as provided herein.

The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County

may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare the Note secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of the Note, the County shall give notice to the Borrower as provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the Note secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the Note secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would then be due had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the Note secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

18. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

19. Refinancing of First Mortgage. In the event the borrower/homeowner refinances the first mortgage during the term of this loan, the County will only subordinate to the new first mortgage lender if the amount of the new mortgage does not exceed the total of the remaining principal balance of the original first mortgage plus reasonable and actually incurred refinancing costs (i.e. there can be no cash back to the homeowner or any payout not related to the original first mortgage payoff and actual refinancing costs).

20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants, Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the Borrower's total family income at the time of its application for the Loan was less than eighty percent (80%) of Hernando County's median income and (d) the Borrower is eligible to participate in the County's Down Payment Assistance Program.

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the repayment of money.

If any provision of the Promissory Note secured by the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and

assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A MORTGAGE SECURING A PRINCIPAL BALANCE DUE ON A NOTE WHICH IS $7,600.00 TOGETHER WITH FEES, EXTENTIONS, RENEWALS OR ADDITIONS UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, sealed and delivered in the presence of:

Borrower

Julia L. Scourtas

Julia L. Scourtas

7346 Ockaloosa St
Brooksville FL 34613

Address

Signature

Witness #1

Audra Chandler

Name:

Witness #2

Andrea Doran

Name:

Borrower

Address

Signature

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 24th day of June, 2015, by Julia L. Scourtas, who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

Signature Notary

PREPARED BY:
HERNANDO COUNTY HOUSING AUTHORITY
1661 BLAISE DRIVE
BROOKSVILLE, FL 34601
(352)754-4160

AUDRA CHANDLER
MY COMMISSION # EE 861525
EXPIRES: December 28, 2016
Bonded Thru Underwriters

AUDRA CHANDLER
MY COMMISSION # EE 861525
EXPIRES: December 28, 2016
Bonded Thru Underwriters

Hernando County Housing Authority
1661 Blaise Drive
Brooksville, Florida 34601

PROMISSORY NOTE
HERNANDO COUNTY, FLORIDA
HOMEOWNERSHIP ASSISTANCE PROGRAM
DOWN PAYMENT ASSISTANCE LOAN

Date: June 29, 20 15, *Brooksville, Florida*

Borrower(s): **Julia L. Scourtas (a single woman)**
Property Address: **9160 Southern Charm Circle, Brooksville, FL 34613**
Property Legal Description:

Lot 444, Spring Ridge, according to the Plat thereof, recorded in Plat Book 35, Page(s) 45 through 59, of the Public Records of Hernando County, Florida.

Parcel ID **#R22 222 18 3599 0000 4440**

1. ***BORROWERS PROMISE TO PAY***

I/We promise to pay **Seven Thousand Six Hundred Dollars and 00/100, ($7,600.00)** (this amount will be called "principal") to the order of HERNANDO COUNTY, FLORIDA, whose address is 20 North Main Street, Brooksville, Fl 34601-2800 (the "Lender") or to any other holder of this Note. I/We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. ***INTEREST***

Interest on this Note shall be zero percent (0%) per annum.

3. ***PAYMENTS***

After thirty (30) years, if the recipient continues to live in the unit the loan is forgiven. Otherwise, principal payments shall be deferred until the house is sold, transferred, foreclosed upon, Note accelerated, or ceases to be the recipient's primary residence whichever may occur first. In the event that I/We sell, transfer, or rent my/our home, or in the event I/We cease to occupy the home as the individual/family's primary residence for any voluntary or involuntary reason, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be **Seven Thousand Six Hundred Dollars and 00/100 ($7,600.00)**.

I/We will make my/our payment at Lender's address as stated in Section 1 above, or at a different place if required by the Note Holder.

4. BORROWER'S PAYMENT BEFORE THEY ARE DUE

I/We have the right to make payment, in full, on this Note at any time before it is due. Such payment is known as a "full prepayment". No partial prepayments can be made at any time on the principal of the loan. When I/We make full payment, I/We will inform the Note Holder in a letter that I/We am/are doing so.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

A) DEFAULT:

If I/We do not pay the full amount as required in Section 3 above, I/We will be in default. If I/We am/are in default, the Note Holder may bring about any action not prohibited by applicable law and require me/us to pay Holder's cost and expenses as described in Section B below.

B) PAYMENT OF NOTE HOLDER'S COST AND EXPENSES

If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees.

6. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Second Mortgage, dated June 29, 2015, protects the Note Holder from possible losses which might result if I/We do not keep the promises which I/We make in this Note. That Second Mortgage describes how and under what conditions I/We may be required to make immediate payment in full of all amounts that I/We owe under this Note. This Note and the Second Mortgage are non-assumable.

7. BORROWER'S WAIVERS

I/We waive my/our rights to require the Note Holder to do certain things. Those things are: a) to demand payment of the amount due (known as "presentment"); b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I/We have made this Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I/We fail to keep my/our promises under this Note, also waives these rights.

8. GIVING NOTICE

Any notice that must be given to me/us under this Notice will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me/us at the Property Address above. A notice will be delivered or mailed to me/us at a different address if I/We give the Notice Holder a notice of an address change.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I/We give a notice of an address change.

9. *RESPONSIBILITY OF PERSONS UNDER THIS NOTE*

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. *NOTICES TO BORROWER(S)*

This Promissory Note and the Second Mortgage Agreement securing payment of the Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of $72,200.00 dated June 29 2015, the ("First Note"), made by Borrower payable to **Patriot Lending Services, Inc., its's successors and or assigns as their interest may appear,** ("First Lender") and secured by that certain Mortgage from Borrower to the First Lender, dated 6-29-15, recorded in Official Record Books 3243, page 657, in the Clerk's Office of Hernando County, Florida(the First Mortgage).

The Lender consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money, with the exception of a "cash-out" refinance agreement.

If any provision of this Promissory Note or the Second Mortgage Agreement conflicts with any provision of the First Note or the First Mortgage Agreement, the terms and provision of the First Note and the First Mortgage Agreement shall govern.

NOTICE TO BORROWER(S)

DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

AUDRA CHANDLER
MY COMMISSION # EE 831523
EXPIRES: December 28, 2016
Bonded Thru Notary Public Underwriters

Signature: **Julia L. Scourtas**

Signature:

Signature:

PREPARED BY:
Hernando County Housing Authority
1661 Blaise Drive
Brooksville, Florida 34601
(352) 754-4160

Notary Signature

State of Florida, Hernando County
The foregoing instrument was acknowledged before me this 29th day of June, 2015 by Julia L. Scourtas, a single woman who produced a Florida Driver's License as identification

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

State Housing Initiative Partnership (SHIP)

Down Payment Assistance Program

_____

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by **JULIA L. SCOURTAS** to **HERNANDO COUNTY**, bearing date of June 29, 2015 recorded in Official Records Book 3243, Page 670, in the Public Records of Hernando County, Florida, securing that certain note in the principal sum of Seven Thousand Six Hundred Dollars and 00/100 ($7,600.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

Lot 444, Spring Ridge, according to the Plat thereof, recorded in Plat Book 35, Page(s) 45 through 59, of the Public Records of Hernando County, Florida

Which has an address of: **9160 Southern Charm Circle, Brooksville, FL 34613**

hereby acknowledges satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Jerry Campbell, Chairman

ATTEST:

_____

Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____

County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence € or online notarization € this ____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

Return To:
Hernando County Housing Authority
2 North Broad St.
Brooksville, FL 34601

R

3

2009033651
ROBIN 2663/1044

OFFICIAL RECORDS
BK: 2663 PG: 1044

LT1-2-2009033651-1

LT2-2663-1044-3

06/24/2009 4:17PM # Pages 3
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

RECORDING FEES $ 27.00
MORTGAGE DOC STAMP $ 18.20
06/24/2009 _____Deputy Clk

INTANGIBLE TAX EXEMPT
06/24/2009 _____Deputy Clk

Recording Fees and DOC Stamps are calculated on $ 42.75 HERNANDO COUNTY HOUSING REHABILITATION PROGRAM

DEFERRED PAYMENT LOAN AGREEMENT

THIS AGREEMENT, MADE THIS June 2009 between Mamie Davis of **Hernando County** hereafter referred to as "Owner-Occupant", and HERNANDO COUNTY, a political subdivision of the State of Florida, through its Housing Rehabilitation Program, hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Hernando County, Florida, described as follows; Lot 16, Block 5
Hill N' Dale , Unit 2 as per plat thereof recorded in Plat Book 7 , Page(s) 5, of the Public Records of Hernando County, Florida. Subject – To easements, restrictions and reservations of record and to taxes for the year 2006and thereafter.

WITNESSETH:

WHEREAS, the Owner-Occupant proposes to finance the cost of rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to the Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Hernando County SHIP Program, and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the thirty year period from the date hereof. The Deferred Payment Loan requires repayment when the unit is sold, or no longer the primary residence of the loan recipient or at the end of the loan term.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan is five thousand one hundred seven and 75 cents ($5,107.75). Receipt of which is hereby acknowledged by owner-occupant(s) and shall be based upon the final approved rehabilitation Contract price (unless other funds supplied by the Owner-Occupant, if any).

2. The term of the Deferred Payment Loan for rehabilitating the above described property shall be thirty years from the date hereof, at a zero percent (0%) annual rate of interest.

3. The amount of the Loan as herein provided shall also include any change orders approved expending government funds and shall be a lien against the property as described herein. Said lien shall be due and payable after the Owner-Occupant has completed the full thirty-year term of this Agreement, or paid to the Housing Rehabilitation Program the balance of the Deferred Payment Loan that may become due to the Program as a result of the Owner-Occupant's default of the terms of this Agreement.

4. Sale or transfer of ownership of said property during the thirty-year term of this Agreement shall constitute a default.

5. Upon default, the Deferred Payment Loan principal amount by date of default levied hereby shall be

payable in full to the Housing Rehabilitation Program within thirty (30) days after such default occurs; provided, however, that the governing authority of the municipality may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six (6%) percent per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the Housing Rehabilitation Program and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement.

If said lien shall be in fault for a period of thirty days (30), the Housing Rehabilitation Program may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee.

6. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

7. The Owner-Occupant agrees to maintain flood hazard insurance if in a 100 year flood plain, flood insurance on the property for the full replacement value of the rehabilitated unit. Said flood insurance shall be maintained for the duration of the DPL and shall list the Housing Rehabilitation Program as a mortgagee in the loss - payable provision thereof as its interest may appear.

8. If at any time it is determined by the Program that the Owner-Occupant qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to the Housing Rehabilitation Program by the Owner-Occupant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Brenda L. Mobley
Witness #1

Brenda J. Mobley
Print Name

Sue Ann S. Boice
Witness#2

Sue Ann S. Boice
Print Name

Ms Mamie Davis
Owner-Occupant

MAMIE DAVIS
Print Name

OFFICIAL RECORDS
BK: 2663 PG: 1045

Witness #1

Print Name

Witness#2

Print Name

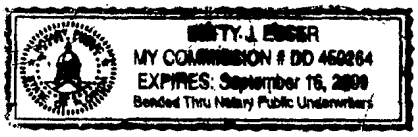
Co-Owner-Occupant

Print Name

STATE OF FLORIDA

Before me, the undersigned authority, this June, 2009 personally appeared Mamie Davis of Hernando County who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

(Seal)



Betty J Esser
Notary Public, State of Florida

Betty J. Esser
Print Name

Personally Known _____

Produced Identification X

Type of I.D. Drivers License

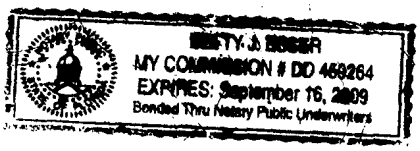
(Do not write in #)

LOCAL GOVERNMENT AUTHORIZATION OF DEFERRED PAYMENT LOAN AGREEMENT:

Before me, the undersigned authority, this June 2009, personally appeared she of Hernando County who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

Attest: Brenda G. Mabley
Grant Administrator

(Seal)



Betty J Esser
Notary Public, State of Florida

Betty J Esser
Print Name

Personally Known X

Produced Identification _____

Type of I.D. _____

OFFICIAL RECORDS
BK: 2663 PG: 1046

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

State Housing Initiative Partnership (SHIP)

Housing Rehabilitation Program

Deferred Payment Loan Agreement

_____

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by **MAMIE DAVIS** to **HERNANDO COUNTY**, bearing date of June 2009 recorded in Official Records Book 2663, Page 1044, in the Public Records of Hernando County, Florida, securing certain note in the principal sum of Five Thousand One Hundred Seven Dollars and 75/100 ($5,107.75), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

HILL N DALE UNIT 2 BLK 5 LOT 16

Which has an address of: **27100 Aubrey Ave., Brooksville, Florida 34602**

hereby acknowledges satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Jerry Campbell, Chairman

ATTEST:

_____

Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____

County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence € or online notarization € this ____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

TITLE

Third Amendment to Gulf Consortium Subrecipient Agreement Pursuant to RESTORE Act Spill Impact Component and State Expenditure Plan for Artificial Reef Program and Associated Budget Resolution

BRIEF OVERVIEW

The Gulf Consortium has completed a federal award amendment to FAIN GNTSP20FL0110 for Project "14-1: Artificial Reef" to amend the total federal funds awarded to this project. This project falls under a subrecipient agreement between the Gulf Consortium and Hernando County (Subrecipient Agreement No. 200110141.01).

Amendment No. 3 increases the award amount, as Hernando County, as the subrecipient, is receiving an additional $1,364,821.93. This increases the total award to $2,143,443.93. The breakdown is as follows:

1. The 3rd Amendment adds $1,364,821.93 to the award.
2. Of the additional amount awarded, $1,347,099.93 is restricted funding.
3. The restricted funding ($1,347,099.93) combined with the total amount previously awarded in the 2nd Amendment ($715,617) equals $2,062,716.93.

The Gulf Consortium will provide $1,347,099.93 towards the construction services of the Artificial Reef project. Costs above this amount will be the responsibility of Hernando County.

An associated budget resolution is attached to this item for the Board's consideration and approval.

FINANCIAL IMPACT

Grant funding will be budgeted in the following accounts with the approval of the attached budget resolution:

REVENUE:

Fund: 3135 - RESTORE Act Fund, **Dept: 33904** - PA POT #3-Artificial Reef, **Account: 3313904** - Fed Grt-Gulf Cons 87.052 totaling $1,347,100

EXPENSE:

Fund: 3135 - RESTORE Act Fund, **Dept: 33904 -** PA POT #3-Artificial Reefs, **Account: 5305263** - Uncapitalized Improvement totaling $1,119,600

Fund: 3135 - RESTORE Act Fund, **Dept: 33904 -** PA POT #3-Artificial Reefs, **Account: 5303101** - Professional Services totaling $227,500

LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Third Amendment to Gulf Consortium Subrecipient Agreement pursuant to the RESTORE Act Spill Impact Component and the State of Florida State Expenditure Plan. It is further recommended that the Board approve and authorize the Chairman's signature on the attached associated budget resolution.

REVIEW PROCESS

Erin Briggs	Delegated	01/13/2026 3:46 PM
Debbie Merritt	Delegated	01/13/2026 3:51 PM
Erin Briggs	Approved	01/14/2026 7:56 AM
Debbie Merritt	Approved	01/14/2026 11:32 AM
Amelia Gebala	Approved	01/14/2026 3:25 PM
Erin Dohren	Approved	01/22/2026 1:55 PM
Carla Rossiter-Smith	Approved	01/22/2026 2:33 PM
Christopher Linsbeck	Approved	01/22/2026 2:41 PM
Pamela Hare	Approved	01/22/2026 3:06 PM
Natasha Lopez Perez	Approved	01/22/2026 5:09 PM
Heidi Prouse	Approved	01/23/2026 10:52 AM
Toni Brady	Approved	01/23/2026 11:35 AM
Jeffrey Rogers	Approved	01/23/2026 11:50 AM
Colleen Conko	Approved	01/23/2026 11:56 AM

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200110141.01
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN

1. Subrecipient name (which must match the registered name in DUNS): Hernando County

2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): **07-321-2920**

3. Federal Award Identification Number (FAIN): GNTSP20FL0110

4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): February 4, 2020

5. Subaward Period of Performance:

   Effective Date: May 6, 2020 (Date Executed by both Parties)

   Project Completion Date: December 1, 2023

6. Total Amount of Federal Funds Subject to Award: $453,807.00

7. Total Amount of Federal Funds Obligated to the Subrecipient: $410,791.00

8. Total Amount of the Federal Award Subject to this Agreement: $410,791.00

9. Federal award project description:

The scope of work for this Project consists of the planning phase of FSEP Project No. 14-1, involving the construction and deployment of ten artificial reef sites that will be expand upon the existing artificial reefs to create a regional network of artificial reefs. This phase will include site evaluations, site selection, design, permitting, and baseline monitoring.

10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity –

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

11. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

12. Identification of whether the award is for research and development (R&D): No

13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): Yes

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THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the "Consortium") and **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 20 N Main St # 460, Brooksville, FL 34601 (hereinafter referred to as "Subrecipient"), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNTSP20FL0110 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council"). Collectively, the Consortium and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012,* Public Law 1113-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the "RESTORE Act") established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council") and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the "Trust Fund"); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan ("FSEP") was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. 14-1 consists of the construction of a diverse network of artificial reefs that will enhance recreational opportunities for a wide variety of users and enhance nature-based tourism, in order to (1) support the increasing recreational demand for offshore reef fishing and scuba diving opportunities, and (2) enhance the abundance, distribution, and structural diversity of hard bottom habitat in Hernando County's marine waters; and

WHEREAS, on February 4, 2020, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNTSP20FL0110 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 14-1, as further described in such Financial Assistance Award and the attachments thereto (the "Project"); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0110 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNTSP20FL0110, attached hereto as **Attachment A** (hereinafter the "Financial Assistance Award" or "Award"), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council's Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter "Special Award Conditions"); the Gulf Consortium Subrecipient Policy and Grant Manual (available at https://www.gulfconsortium.org/); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 1, 2023 (the "Project Completion Date"), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of **$410,791.00** for completion

of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at https://www.gulfconsortium.org/grant-resources ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements.** Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards

specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at https://www.gulfconsortium.org/grant-resources, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium's applicable policies and procedures. Within ten (10) days of the Consortium's receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. Final Project Report. Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

> "This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs $1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 691-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of $5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty (20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in

accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at https://www.gulfconsortium.org/), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the Consortium, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the "Recused Entities") are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction,

the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;

2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than $100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled "Conflict of Interest" in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a

decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

Keith Kolasa, Aquatics Manager

1525 E Jefferson Street
Brooksville, FL 34601
(352)754-4060
KKolasa@hernandocounty.us

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at https://sam.gov/SAM/ before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of

this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions.**

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.**

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that

any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

(Signature Page Follows)

GULF CONSORTIUM

By: _____

Christopher Constance MD
Print Name and Title Chairman

Date: 5/6/2020

Attest:

HERNANDO COUNTY, FLORIDA

By: _____

John Mitten, Chairman
Print Name and Title

Date: 4-14-2020

Attest:

By: Heidi Knuppe, D.C.

for Douglas Chorvat, Jr.

Print Name and Title

Clerk of Circuit Court + Comptroller

By: Janina Stamoulis

Janina Stamoulis, Exec. Asst.

Print Name and Title to Christopher Constance

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY _____

County Attorney's Office

ATTACHMENT A

FINANCIAL ASSISTANCE AWARD

FORM GCC-7700 (OCTOBER 2019)	GULF COAST ECOSYSTEM RESTORATION COUNCIL	PAGE 1
		☐FPL GRANT ☒SEP GRANT
FINANCIAL ASSISTANCE AWARD		FEDERAL AWARD ID NUMBER (FAIN): GNTSP20FL0110
RECIPIENT NAME: Gulf Consortium		RECIPIENT UNIQUE ENTITY IDENTIFIER (DUNS): 079937065
STREET ADDRESS: 165 Lincoln Avenue		PERFORMANCE START DATE: 10/01/2018 to 3/1/2024 PERFORMANCE END DATE
CITY, STATE, ZIP CODE: Winter Park, FL 32789-3877		FEDERAL FUNDS OBLIGATED (TOTAL AWARD AMOUNT): $453,807.00
AUTHORITY: 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800		NON-FEDERAL SHARE OF COST: $0.00
CFDA NO. AND NAME: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program		TOTAL ESTIMATED COST OF PROJECT/PROGRAM: $453,807.00
PROJECT/PROGRAM TITLE: 14-1: Artificial Reef Program - E&D and Monitoring		

This Award Document (Form GCC-7700) signed by the Authorized Official constitutes an obligation of Federal funding. By signing this Form GCC-7700, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, this Form GCC-7700 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015)

☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101

☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII

ABSTRACT/PURPOSE OF GRANT:

The Gulf Consortium, through its subrecipient, Hernando County, will complete the planning, design, permitting, and monitoring of ten artificial reefs, which will expand Hernando County's existing permitted artificial reefs, creating a regional network of reefs. The overarching goal of the reefs will be to enhance and increase nature-based tourism within the county, while also creating essential habitat for fish and sessile invertebrates. Planning assessments (site evaluations) will be completed to identify suitable sites that not only meet permitting requirements, but will also provide ecological benefits through their strategic placement as recommended within the County's Marine Area Strategic Plan. Site characteristics (overall size, depth, sediment type, distance offshore, buffer distance to seagrass and/or live bottom) will be used to design reefs tailored to specific objectives for both recreation and fisheries. Recreational objectives will include enhancement of scuba diving, creation of free diving and snorkeling reefs, and enhancement of recreational fishing. Fisheries objectives will focus on either increasing overall diversity or abundance of target species such as gag grouper.

FORM GCC-7700 (OCTOBER 2019)

ACCOUNTING INFORMATION	FEDERAL AWARD ID NUMBER (FAIN)	PAGE 2
CATB GCC6013; CAM1 GCCGECONOMYX ; CAM2 GCCOTHERWSXX ; CAM3 GCCPOTHEROBJ	GNTSP20FL0110	

PROJECT/PROGRAM TITLE

14-1: Artificial Reef Program - E&D and Monitoring

PROJECT- OR PROGRAM-SPECIFIC INFORMATION

- ☒ PLANNING
- ☐ IMPLEMENTATION
- ☐ SEP ONLY – INCLUDES INFRASTRUCTURE
- ☐ TECHNICAL ASSISTANCE
- ☐ IMPLEMENTATION - CONSTRUCTION
- ☐ OTHER – DESCRIBE

- ☒ PRE-AWARD COSTS – APPROVED AMOUNT: $5,070.00
- ☐ RECIPIENT'S NEGOTIATED INDIRECT COSTS RATE (NICRA):
- ☐ INDIRECT COSTS APPLIED TO AWARD:

Note: Administrative costs, including allowable indirect costs, are limited to 3% of amounts received under the RESTORE Act (33 U.S.C. 1321(t)(1)(B)(iii)). Any change in the Total Award Amount may result in a change to the amount of approved indirect costs subject to the 3% administrative cost limitation.

ATTACHMENTS

- ☒ SPECIAL AWARD CONDITIONS
- ☒ FUNDING AUTHORIZATION
- ☒ REPORTING SCHEDULE
- ☒ DESCRIPTION OF WORK TO BE PERFORMED
- ☒ BUDGET NARRATIVE
- ☒ BUDGET DETAIL SCHEDULE
- ☒ CASH DRAWDOWN FORECAST SCHEDULE
- ☒ KEY MILESTONES CHART
- ☒ APPROVED METRICS
- ☒ OBSERVATIONAL DATA PLAN
- ☒ PRELIMINARY DATA MANAGEMENT PLAN
- ☐ OTHER:

RECIPIENT CONTACT INFORMATION

Valerie Seidel
165 Lincoln Avenue
Winter Park, FL 32789-3877
vseidel@balmoralgroup.us

RESTORE COUNCIL CONTACT INFORMATION

Barbara Shumar
Grants Management Specialist
Barbara.shumar@restorethegulf.gov

Matt Love
Restoration Ecologist
Matt.love@restorethegulf.gov

The Council Grants Management Specialist is responsible for the negotiation, award and administration of this grant and the interpretation of grants administration policies and provisions. The Ecosystem Program Specialist is responsible for the scientific, programmatic and technical aspects of this grant. These individuals work together in overall grant administration. Prior approval requests (signed by the Recipient Authorized Official) should be submitted in writing to the Grants Management Specialist.

GULF COAST ECOSYSTEM RESTORATION COUNCIL AUTHORIZED OFFICIAL	RECIPIENT AUTHORIZED OFFICIAL
NAME Ben Scaggs	NAME Christopher Constance
TITLE Executive Director	TITLE Chairman
SIGNATURE BENJAMIN SCAGGS Digitally signed by BENJAMIN SCAGGS Date: 2020.02.04 16:24:13 -06'00'	SIGNATURE
FEDERAL AWARD DATE	DATE

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The recipient will not seek any compensation for the approved project from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance outcome report is due on January 30 of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Review of Drawdowns

The recipient agrees to receive award funds through a reimbursement payment method and to provide the Council Grants Office with documentation supporting each drawdown in ASAP concurrent with making the draw. The recipient will receive reimbursement through a two-step process:

a. Request reimbursement of funds through the Automated Standard Application for Payments (ASAP) system (ASAP.gov); and

b. Within 24 hours of drawing funds through ASAP, submit documentation which supports all costs incurred for Council Grants Office review through RAAMS (https://raams.restorethegulf.gov) or any successor system. At a minimum, the following documentation, as applicable, must be provided.

- *Summary* of pre-award costs for which approval is requested, including amount in each applicable budget object class; and
- *Invoice* – for a pre-award cost item procured by the Recipient or billed by a subrecipient or contractor; or
- *Other supporting documentation* – for a pre-award cost item that the Recipient incurs directly (for example, time sheets to support personnel costs).

Documentation must clearly designate each item of cost for which approval is requested and show a clear relationship to the approved scope of work and budget of the award.

Review of the recipient's payments will be required until the recipient demonstrates that the quality of its financial management systems and its ability to meet the management standards prescribed fulfill the requirements set forth in 2 CFR 200.205.

4. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end

dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in RAAMS. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to closeout of the award.

5. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to closeout of the award.

6. Observational Data Management and Delivery

a. Data Sharing: All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

b. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.

c. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

d. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be

considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

e. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
$453,807.00			$453,807.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	7/30/2020
Financial Report	1/30/2021
Performance Report	1/30/2021
Financial Report	7/30/2021
Financial Report	1/30/2022
Performance Report	1/30/2022
Financial Report	7/30/2022
Financial Report	1/30/2023
Performance Report	1/30/2023
Financial Report	7/30/2023
Financial Report	1/30/2024
Performance Report	1/30/2024
Final Report	5/30/2024

DESCRIPTION OF WORK TO BE PERFORMED

PROJECT TITLE: 14-1: Artificial Reef Program - E&D and Monitoring

EGID: 110

ANTICIPATED START DATE: 2/10/2020

FUNDING REQUESTED: $453,807.00

PROPOSED END DATE: 3/1/2024

PROJECT DESCRIPTION:

Project Narrative

Project Title – 14-1: Artificial Reef Program - E&D and Monitoring

The overall goal of Hernando County's Artificial Reef Program 14-1 is to construct a diverse network of artificial reefs that will enhance recreational opportunities for a wide variety of users and enhance nature-based tourism. The objectives of the project are to:

1) support the increasing recreational demand for offshore reef fishing and scuba diving opportunities; and
2) enhance the abundance, distribution, and structural diversity of hard bottom habitat in the county's marine waters.

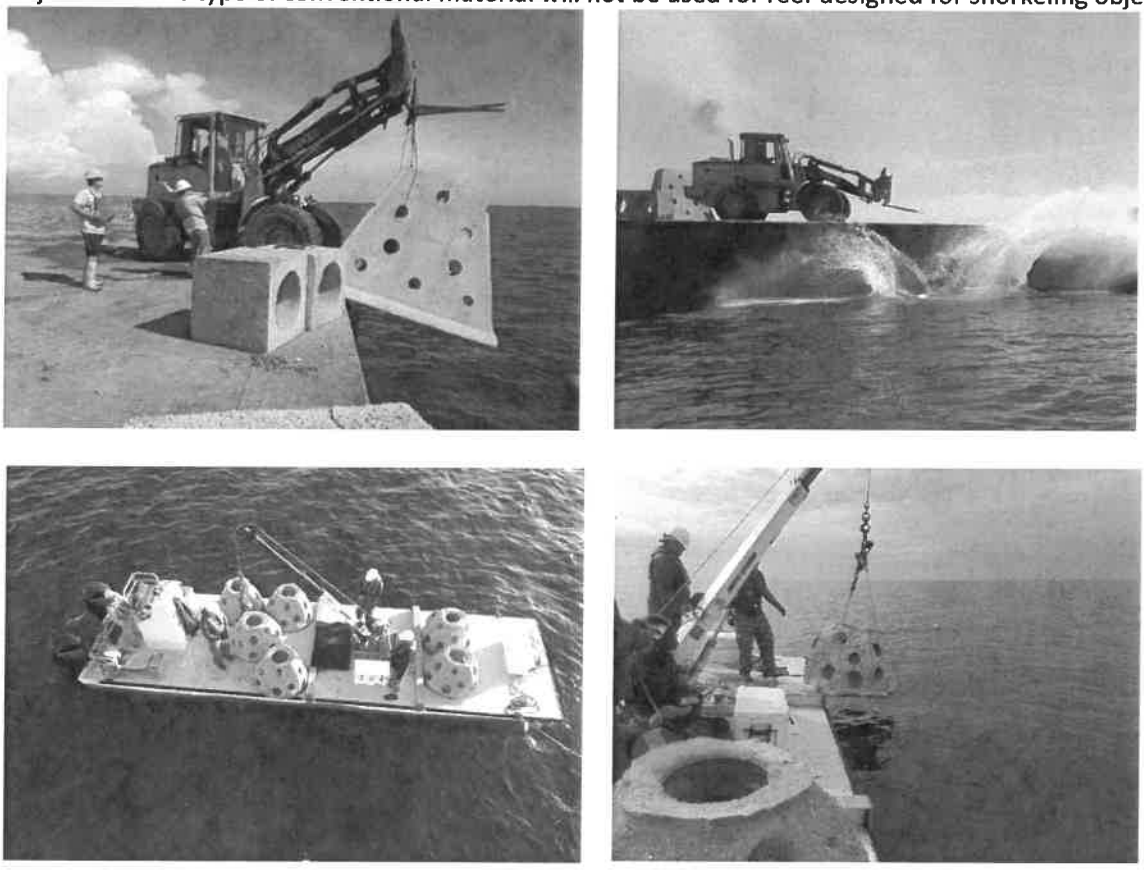
This application is for the planning phase of ten artificial reef sites that will be expand upon the existing artificial reefs to create a regional network of artificial reefs. This phase will include site evaluations, site selection, design, permitting, and baseline monitoring. Other planning activities will include at least one public workshop to seek input on the reef designs and locations. During the planning and completion of these projects Hernando County has also developed partnerships with the University of Florida, the Florida Fish and Wildlife Conservation Commission (Florida's Artificial Reef Program), and various non-profits that are assisting with both local fundraisers and monitoring of the artificial reefs. The County will continue to build these partnerships to assist with the implementation of this project. NOTE: future projects and funding requests to build the reefs designed in this project will be accompanied by monitoring plans with additional detail on how repeat mapping of seafloor, water column, and monitoring reef use by tourists would be achieved.

Methodology / Approach

- Design artificial reefs to complement and enhance the existing natural low relief hard bottom habitat by increasing structure complexity and that incorporate many of the innovative man-made engineered reef structures that have become more available over the last decade.
- Natural reef material such as limestone boulders with also be incorporated into the designs providing materials with rough borable surfaces which will promote live bottom growth (sponges, hard and soft corals).
- Since vertical relief of the majority of natural hard bottom found in Hernando County is generally limited to one to two feet, one simple method of enhancing structure complexity and surface area is simply to select materials that provide greater vertical relief.
- Where appropriate, high relief structures will be planned for deeper offshore locations to enhance structure complexity. It is anticipated that at least one of the offshore reefs will focus on deploying a steel hull vessel to create a wreck site designed to enhance scuba diving opportunities for both recreational and technical divers.

The artificial reefs will range in size and complexity with the largest to be deployed within offshore waters ranging from 15 to 50 miles offshore and smaller reefs to be deployed within nearshore waters ranging from 4

to 15 miles offshore (Figure 2). It will be a priority to create a variety of reef types to meet different objectives. Design plans will be creative utilizing both engineered structure and natural material, with some reef designs incorporating unique structures such as underwater sculptures that will encourage return visitations and promote tourism. Due to the good water clarity found offshore Hernando County, opportunities exist to create artificial reefs that offer unique recreational benefits attracting both scuba divers, free divers, snorkelers, and wildlife viewing. Design plans will take advantage of the precision deployment technology which provides the opportunity to deploy reef materials in specific patterns developed in the design. Incorporating various types of engineered reef modules into the design will be also be a priority to maximize structure complexity and habitat heterogeneity. Conventional concrete rubble and stormwater conveyance structures (culverts, manhole riser, inlets, etc.) will also be included as a reef material for reefs designed for recreational fishing and fisheries objectives. This type of conventional material will not be used for reef designed for snorkeling objectives.



Photographs of recent artificial reef deployments in Hernando County
Top: Bendickson Reef Expansion, Bottom: Shallow Reef Ball Arrays

Conceptual plans will consider a variety of innovative ideas to maximize recreational opportunities for as many user groups as possible. These will include the following artificial reef concepts:

1. Snorkeling reefs or trails
2. Drift dive reefs (linear ridge systems)
3. Deep water wrecks
4. Reefs consisting of conventional concrete rubble deployments
5. Reefs utilizing engineered modules such as reef balls and pyramids
6. Reefs constructed of native natural limestone boulders
7. Reefs incorporating statues or artistic designs
8. Enhancement of existing permitted artificial reefs

Due to the greater availability of sand substrate (void of vegetation or hard bottom fauna), the largest artificial reefs will be planned for offshore marine waters of Hernando County and will be located 15 to 50 miles offshore (Figure 2). More expansive areas of sand are found in these deeper waters and will allow for a larger artificial reef footprint. Greater depth also allows for the deployment of larger and taller structures where ample clearance for navigation. Smaller reefs will be strategically located from 4 to 15 nm offshore (Figure 2). Water depth within this "nearshore" zone varies from 10 ft to 18ft making these shallow sites ideal for snorkeling and viewing of fish and marine life. The combination of good water clarity and shallow depths provides opportunities to create shallow snorkeling trails suitable for many age groups of snorkelers. Artificial reefs deployed within the nearshore zone will serve as "stepping stones" between the offshore hard bottom habitats and coastal marine waters of the Weeki Wachee and Chassahowitzka estuaries.

Scope of work (What and How)

As the subrecipient, Hernando County recognizes the need to thoroughly plan for the deployment of artificial reefs to not only maximize their recreational and ecological benefits, but also reduce potential for any environmental impacts, harm to fisheries, or impacts to navigation. This planning and design phase (Phase I) of the Artificial Reef Program will carefully plan reefs that will be both stable and durable, and are constructed of materials that provide long life expectancies such as engineered reef modules.

As a measure to help prepare for this project the County partnered with the University of Florida to develop a Marine Area Strategic Plan which provides a comprehensive science-based decision framework to properly site, plan, and monitor artificial reefs (Barshel et al 2018). Hernando County staff have also completed screenings and ground-truthing of numerous potential new artificial reef sites. Various types of GIS coverages of benthic communities (seagrass and hard bottom) were obtained from state agencies and used to help pinpoint potential reef sites that meet permitting criteria, such as required buffers to natural hard bottom and seagrass habitat. The GIS spatial layers were also reviewed on a regional scale to place greater emphasis on creating habitat within areas that lack hard bottom structure and to create connectivity between existing reefs. Improving connectivity between the offshore and nearshore zones is believed to be beneficial for migration of recreational important species of such as gag grouper and hog snapper. The site selection and design of artificial reefs to be completed under this project will build upon the work completed by County staff and incorporate spatial planning to identify habitat gaps and create connectivity between offshore and nearshore waters.

Site evaluations will be completed of 15 potential sites previously identified by the County (Figure 2) with the results used to prioritize 10 sites for full design and permitting. Sites evaluations will include collecting several types of data needed to identify the most beneficial sites for reef creation, and to verify that the sites meet permitting criteria which are established to prevent any environmental impacts. Data to be collected during the site evaluations are represented in Measures I – V in the both the Observation Data Plan and Data Management Plan. These include the following:

I. Benthic Habitat Map Inventory
II. Side Scan Sonar and/or 3D Multibeam Bathymetry
III. Sediment Analyses
IV. Underwater Video and Photos
V. Magnetometer Surveys

The need and purpose of each of these components of the site evaluations are outlined in the Observational Data Plan. Details about the data formats and data storage are provided in the Data Management Plan. The completion of magnetometer surveys will be contingent upon whether this data is needed by the regulatory agencies. It is included in the project budget, but it is not known whether all of the sites or some of the sites will require these surveys.

Permitting of the artificial reefs is expected to be the most time-consuming component of this project with any permits requiring consults from the National Marine Fisheries Service (NMFS) potentially add one year to the overall permitting cycle. Additionally, sites located with state waters will involve both state and federal permits which may require additional time. A permitting time schedule will be developed for each proposed reef site based on the type and number of permits needed and will be used to plan the overall project schedule, as well as the implementation phase (Phase II) of the project.

Detailed cost estimates will also be provided as part of the design services to assist with planning of implementation, with cost estimates provided for materials, deployment, and monitoring. Baseline monitoring will take place during this phase of the project and will be followed by post implementation monitoring to be completed after the deployment of the reefs during Phase II.

Phase I incorporates many of the planning elements outlined in the artificial reef chapter of the County's Strategic Marine Area Plan *(Barshel et al 2018)* with the following primary project tasks to be completed through contracted services and represent the main components of the Scope of Work:

1. Site Evaluations and Selection
    a. Review of Proposed Reef Sites and Identification of Alternative Sites (if needed)
    b. GIS Inventory and Site Screening
    c. Site Evaluations (15 Sites) (see Measures I-IV above)
    d. Site Prioritization and Selection of 10 Sites
2. Define Individual Reef Objectives (10 Sites)
3. Completion of Conceptual Design Plans, Cost Estimates, and Permit Pre-Application Meetings (10 Sites)
4. Determine Site Specific Permitting Requirements and Permitting Timelines (10 Sites)
5. Public Workshop
6. Refinement of Conceptual Plans and Cost Estimates
7. Completion of 60% Design Plans and Permit Submittals
8. Permit Review, Completion of Requests for Additional Information, and Development of Permitting Time Schedule
9. Development of Baseline Monitoring Plan, Post Implementation Monitoring Plan, and Monitoring Cost Estimates
10. Permit Approvals and Completion of Final Design Plans
11. Baseline Monitoring

Roles and responsibilities (Who)

As the subrecipient, Hernando County will oversee project management and procurement of a qualified Consultant (currently unknown). Due to the variety of reef types planned and scale of this project there are significant opportunities for academic research with this project. The County will engage the scientific community to develop research projects associated with the new artificial reefs, such as long term monitoring and comparisons of fish populations between the new reef structures. Research staff at the University of Florida have already expressed interest in developing research projects associated with this project.

Roles and Responsibilities Table

Organization/ Agency/Company	*Role*	*Duties*
The Gulf Consortium	*Grant recipient – project implementation*	*Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services*
Hernando County	*Act as Project Manager*	*Complete Scope of Work, oversee procurement of consultant services, grant compliance, and oversee completion of all components of the Scope of Work including site evaluations, site selection, design plans (conceptual, 60%, and final) , public workshop, permit submittals, permit RAIs, cost estimates, monitoring plans, and monitoring reports. Ensure compliance with ODP and DMP*
Unknown	*Consultant to services with Scope of Work*	*Site evaluation, site selection, design plans (conceptual, 60%, and final) , public workshop, permit submittals, permit RAIs, cost estimates, monitoring plans, monitoring reports, and all other components of the Scope of Work. Deliverables to meet ODP and DMP criteria.*
University of Florida	*Collaborative Research*	*Hernando County will collaborate with the University of Florida to develop research projects associated with the artificial reefs.*

Location (Where)

Hernando County is located between Paso and Citrus Counties, within US Congressional District FL-11. All artificial reefs will be located within the marine waters off the coast of Hernando County with site evaluated from the nearshore coastal waters out to 50 miles offshore (Figures 1 and 2).

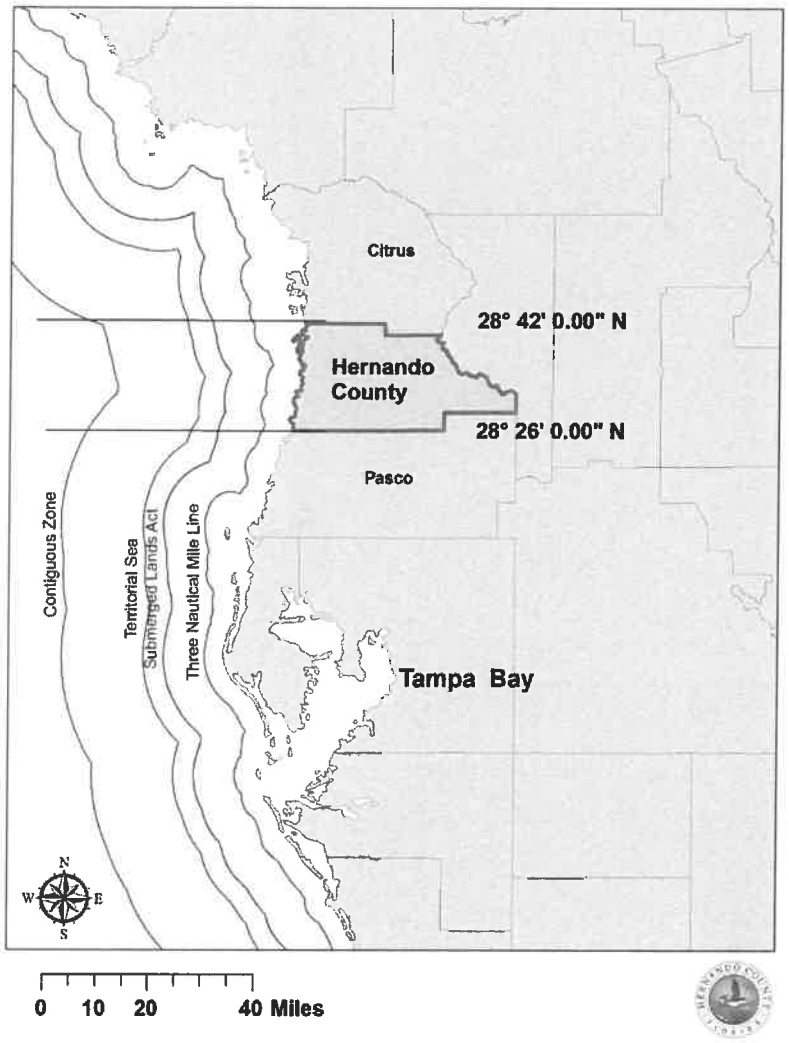


Figure 1. General location map for 14-1 Hernando County Artificial Reef Program.

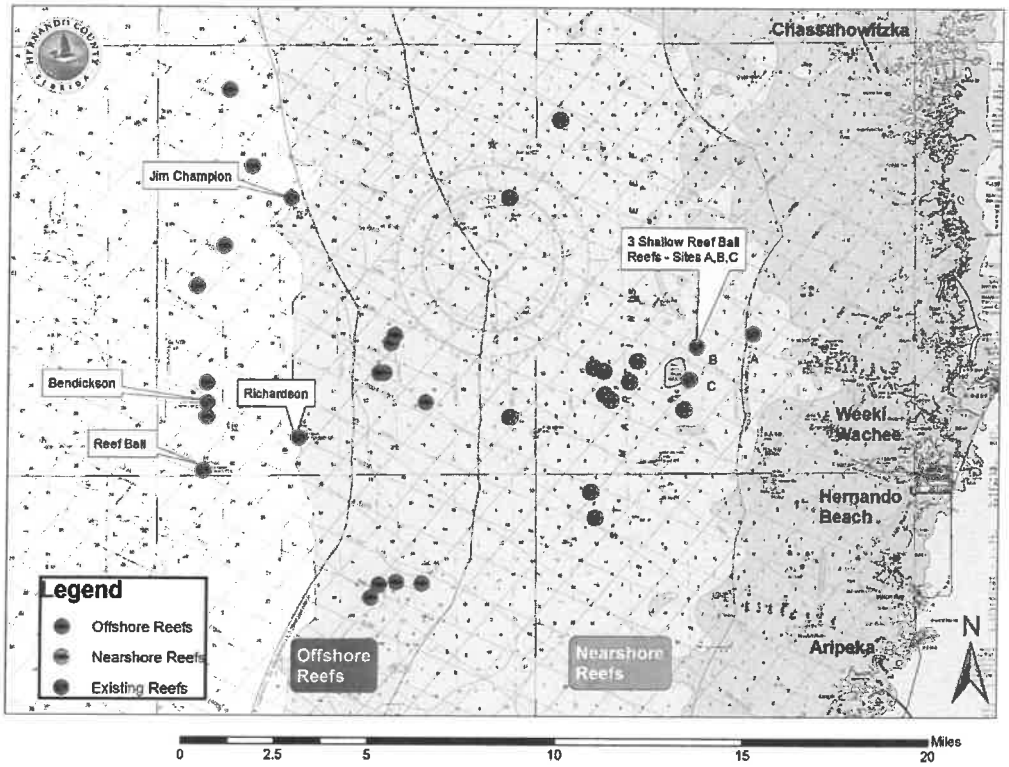


Figure 2. Location of both the existing artificial reefs and potential locations for new artificial reefs.

Project/Program Duration (When)

This project is expected to begin when the review of the application begins and be completed within three years. Project management will begin upon notification of the grant award with the Consultant procurement process. Selection of a qualified consultant is expected to take 3 months. Site evaluations are expected to be completed within 8 months of the notice to proceed (NTP) to the Consultant and all conceptual plans will be completed within 3 months after the completion of the site evaluations and site selection. Permitting will begin after the completion of site evaluations and development of conceptual plans, with pre-application meetings held during the twelfth month. The expected duration of each major task is outlined in the Project Milestones.

Approach (How)

Upon notification of award, the County will begin the procurement process to select a qualified consultant to complete this project. The County will work closely with the consultant to provide them location of all potential artificial reef sites that have been identified during the screening conducted by the County, provide local knowledge of the marine habitats, and provide copies of the geospatial data coverages utilized during the screening. The Consultant will evaluate the list of potential sites and prioritize these sites based further screenings of the sites using existing geospatial benthic cover layer. The screenings will evaluate for required buffers to seagrass and hard bottom and will place priority on sites that enhance connectivity between the existing artificial reefs, or enhance connectivity between the offshore and nearshore marine environment.

Once completed and reviewed by County staff the conceptual plans will be presented during the permitting pre-application meetings. Feedback received during the pre-application meetings will be used to revise the design plans, determine the type of permits needed for each artificial reef site, and develop a permitting time schedule for each site based on the permitting complexity. The conceptual plans and permitting scheduled will be

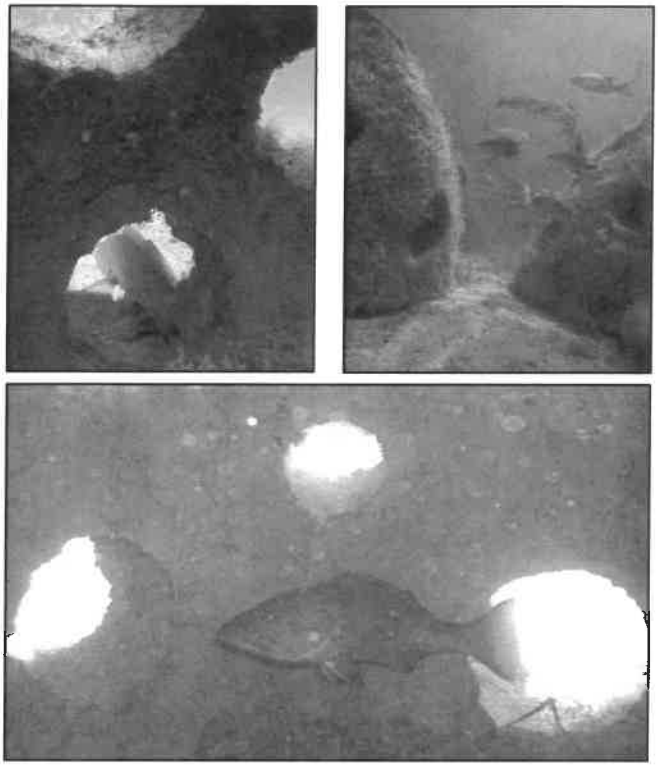
presented at a least on public workshop to seek input from stakeholder and different user groups. These plans and cost estimates will then be presented to the Hernando County Board of County Commissioners for their review and input. Further revisions will be made if needed based on both the feedback of the Commissioners and public.

The end result of these plan revisions will be 60% design plans needed for permit submittals. Permit applications will be prepared to the Florida Department of Environmental Protection (if inside state waters) and the US Army Corps of Engineers (all sites). Consults will be completed with the Florida Division of Historical Resource, United States Coast Guard, and the Florida Fish and Wildlife Conservation Commission. During the same time the permit applications are being prepared and submitted, monitoring plans will be developed for both baseline monitoring (pre-implementation) and for success criteria monitoring (post-implementation). Cost estimates will be prepared for the monitoring plans to help refine the budget for implementation phase. All artificial sites will go through the permitting process including requests for additional information. Upon receiving all permits final design plans and final cost estimates will be prepared, with the cost estimates to include both material and deployment costs. The final design plans will also provide a deployment plan including the size of vessels required, cranes, equipment, and suitable ports of operation based on the size and draft of the vessels needed. Baseline monitoring will be conducted for each reef site and at a minimum of three reference sites with the duration to be a minimum of one year.

Supporting Information (Why)

Additional nearshore artificial reefs are needed to meet the increasing demand for snorkeling, diving, and marine life viewing opportunities. Nearshore locations will be accessible by smaller boats, and therefore more residents and tourists. In addition to enhancing recreational opportunities and associated economic benefits, artificial reefs can also provide ecological benefits. Hard substrate and vertical structure are limited habitats in the Gulf of Mexico (Fikes, 2013), and artificial reef habitats provide: 1) hard substrate to support encrusting and colonial benthic organisms such as sponges and corals; 2) niche space for small marine invertebrates; and 3) shelter for larval and juvenile fishes. The project is justified by the demonstrated benefits of artificial reefs, including increased economic activity (Adams et al. 2011). There is extensive evidence in the literature that artificial reefs with sufficient structural complexity can support reef fish populations similar to those supported by natural reefs (Carr and Hixon, 1997). Diversity in the size of reef holes/shelters in reef substrate has been shown to be linked to diversity in fish type/size (Hixon and Beets, 1989). One study of a 30+ year old artificial reef used a high-frequency multibeam echosounder to assess reef structure and found the reef to be in excellent condition (Manoukian et al. 2011); this demonstrates potential long-term success and innovative methods for mapping reef structural complexity.

As the subrecipient, Hernando County recognizes the need to thoroughly plan the expansion of the artificial reef program. This planning and design phase (Phase I) of the Artificial Reef Program will carefully plan artificial reefs that are strategically placed to enhance the marine environment and to design reefs that are both stable and durable, and constructed of materials that provide long life expectancies such as engineered reef modules. The site screenings, site evaluations, and site selection will be completed for the purpose of maximizing the recreational and ecological benefits of the reef sites, and to also reduce potential for any environmental impacts, harm to fisheries, or impacts to navigation.



Photographs of shallow reef ball array (site B) taken within eight months of deployment (Spring 2018).
Top Right: Mangrove snapper and juvenile gag grouper. Top Left and Bottom: gag grouper

Habitat created by artificial reefs is anticipated to provide numerous environmental benefits including: 1) the creation of transitional hard bottom habitat between the offshore zone and estuaries; 2) creation of essential fish habitat (EFH) that will increase fish diversity; 3) substrate supporting encrusting and colonial benthic organisms such as sponges and corals; and 4) niche space for small marine invertebrates. Hernando County's Artificial Reef Program is consistent with Goals 1, 3, and 5 of the Gulf Coast Ecosystem Restoration Council's Comprehensive Plan (2016), and is consistent with the marine habitat enhancement goals identified within the County's Strategic Marine Area Plan (Barshel et al 2018) and the goals outlined in FFWCC's Artificial Reef Strategic Plan (2003).

Risks and Uncertainties

No significant risks or uncertainties are identified for this phase of the Artificial Reef Program which focuses on planning and permitting of artificial reefs. Hernando County staff have experience with both the permitting and deployment of artificial reefs having completed artificial reef projects within the past four years. Hernando County will ensure proper site selection thorough spatial planning utilizing the latest aerial and satellite imagery and benthic habitat maps. Design plans will ensure the use of materials that have long life expectancies, are stable, and stay in place during heavy seas and tropical systems. Permitting and regulatory constraints will concerns such as marine habitat resources, navigation clearance, spatial boundaries with channels, potential historic resources, and regulatory boundaries. The collection of site evaluation data will be carefully planned and executed to be used in project permitting, but also to provide adequate baseline data for success criteria.

In the event one of the artificial reefs does not meet permitting requirements or permitting requirements are too complex, an alternative site may be selected from the 15 sites that were included on the evaluation process. Permits would then be applied for the alternative site.

Hernando County has extensive artificial reef experience, dating back to the late 80's, with several reef locations in the Gulf, a long history of artificial reef monitoring, and experience with a variety of subtrates (bridge spans, culvers, Lindberg cubes, reef balls, among others). Therefore, Hernando County has demonstrated the technical expertise in risks of different substrates and in the evaluation of reef mapping equipment.

Leveraged funds

Hernando County has invested funds for staff and equipment to manage the Artificial Reef Program and also other marine habitat enhancement projects identified within the SEP. These resources have been utilized to design, permit, and deploy four artificial reefs within the past two years. The County has also invested in GIS software and bathymetric equipment needed for site planning and evaluations. Other equipment resources include recently upgraded vessels and scuba equipment that are maintained through the County's Waterways and Aquatics Departments. As an effort to help plan artificial reef projects and monitoring of the reef systems, the County also invested in the development of science based marine resource plan (Barshel et al 2018). This plan was developed over a two year period through a series of public workshops with technical guidance and input provided by a team of scientists with backgrounds in marine fisheries, aquaculture and oyster reef ecology, seagrass and hard bottom ecology, and marine resource management. RESTORE funds will be used to build upon the investments already in place to fully implement the Artificial Reef Program, including monitoring and management.

Although funds are allocated for County staff and resources to manage design and permitting, no external co-funding is identified for this first phase. Upon completion of this first phase, grant funding will be solicited from Florida's artificial reef program administered by FFWCC for one or two of the permitted reef systems on an annual basis. Additionally, the County will work with non-profits such as Coastal Conservation Association Florida (CCAFL) to develop funding partnerships for implementation of the permitted reef systems. The County has partnered with CCAFL and other local non-profits to help fund recent artificial reef deployments. Given the level of support from the local community it is anticipated that these local fundraisers will continue to provide a source of funding for implementation of the artificial reefs.

Metrics

This phase of the Artificial Reef Program will focus on the design and permitting of multiple artificial reefs, including site assessments and site selection. No construction is planned for this phase. Baseline monitoring will be completed, and a post implementation monitoring plan will be written to address how success metrics will be monitored to evaluation the project success. The metrics selected for this phase of the project (Phase I) are the following:

1. PRM011 - Restoration planning/design/permitting - # E&D plans developed
2. PRM013 - Restoration planning/design/permitting - # of environmental compliance documents
3. PRM005 - Number of Monitoring Plans Developed
4. PRM006 - Number of Sites Monitored

These four metrics correspond to the milestone types Planning, Scientific Monitoring and Metrics, Engineering and Design, and Environmental Compliance listed in the Milestone section. The monitoring strategy and methodology for each metric and their measures is provided within both the Observational Plan and Data Management Plan.

1. PRM011 - Restoration planning/design/permitting - # E&D plans developed
    - Measure I. Benthic Habitat Map Inventory
    - Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry
    - Measure III. Sediment Analyses
    - Measure IV. Underwater Videos and Photos
    - Measure V. Magnetometer Surveys
    - Measure VI. Conceptual Design Plans
    - Measure VII. Workshop Documentation
    - Measure VIII. 60% and Final Design Plans
2. PRM013 - Restoration planning/design/permitting - # of compliance documents
    - Measure IX. Permitting

3. PRM005 - Number of Monitoring Plans Developed
   Measure X. Baseline Monitoring Plans
4. PRM006 – Number of Sites Monitored
   Measure XI. Data Collected at Reef Sites and Reference Sites and Results

Environmental Compliance

As the subrecipient, Hernando County staff have experience with permitting of artificial reefs having successfully permitted and deployed four artificial reefs since 2016. Although the permitting services will be contracted out to qualified consultant, County staff will provide oversight of the permitting and participate in all permitting meetings. See attached environmental compliance checklist. Upon completion of the project permitting all items listed within the environmental compliance checklist will be addressed through both the permitting agencies and consultations. In addition, Hernando County will submit the project to the Florida Clearinghouse to address any on the federal compliance items not addressed during permitting.

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National Artificial Reef Plan (as amended): Guidelines for Siting, Construction, Development, and Assessment of Artificial Reefs, United States Department of Commerce, NOAA (February 2007).

National Guidance: Best Management Practices for Preparing Vessels Intended to Create Artificial Reefs, U.S. Environmental Protection Agency, 2006

State of Florida Artificial Reef Strategic Plan, Florida Fish and Wildlife Conservation Commission (November 21, 2003). http://myfwc.com/media/131588/FLARStrategicPlan2.pdf.

Budget Narrative – 14-1: Artificial Reef Program - E&D and Monitoring

1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of $453,807 is being requested.
- Funding will be used for the planning and permitting phase of a regional network of artificial reefs, designed to improve interconnectivity between the existing offshore artificial reefs and the nearshore marine waters that contains less structure and hard bottom habitat.
- Funds requested are for multiple artificial reefs with a minimum of 10 artificial reefs to be fully designed and completely permitted. The budget requested also includes the collection of baseline data and the development of monitoring plans focusing on the required success criteria metrics.
- Funding will also support project management, including the development of the project scope of work, financial and technical oversight, legal support, and fiscal services.
- Although no co-funding is identified for this phase, the County plans to solicit co-funding for the implementation phase, once permits are obtained. Grants will be sought from Florida Artificial Reef Program administered by FFWCC, and from non-profits organization such as the Coastal Conservation Association and local non-profits. It should also be noted that Hernando County has invested funds in staff time allocated to planning this project through collecting existing benthic maps and various geospatial data, and completing preliminary site investigations.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	**$ 453,807**
Total Pre-Award Funds Requested	***$ 6,600***
Total Direct Costs Requested	***$ 453,807***
Total Allowable Indirect Costs Requested	***$ 0***
Total Program Income Anticipated	***$***

2.0 PRE-AWARD COSTS (applicable to grant applications only)

Pre-award costs have been authorized to allow for some of the estimated contractual costs for preparation of grant applications (The Balmoral Group; contracted by the Gulf Consortium for management services) and for development of draft subrecipient agreements (Nabors Giblin & Nickerson; contracted by the Gulf Consortium for legal services). The estimated time for grant application development and subrecipient agreement efforts are 30 hours for The Balmoral Group ($5,100) and 6 hours for Nabors Giblin & Nickerson ($1,500).

TOTAL PRE-AWARD FUNDS REQUESTED	**$6,600**

3.0 BUDGET OBJECT CLASSES APPLICABLE TO ALL PROJECTS AND PROGRAMS – DIRECT COSTS

3.1 PERSONNEL

See sub-recipient section 3.8.

3.2 FRINGE BENEFITS

3.3 TRAVEL

No reimbursement for travel is being requested.

3.4 CONSTRUCTION and LAND ACQUISITION

This project phase does not include any construction services. Deployment of the artificial reefs will take place during the second phase after permits are obtained and baseline data collection is underway.

3.5 EQUIPMENT

No equipment is expected to be purchased. The County has the appropriate vehicles, boats, computers, and software needed to coordinate project management and project oversight.

3.6 SUPPLIES

No reimbursement for supplies is being requested.

3.7 OTHER DIRECT COSTS

No other direct costs will be applied for.

3.8 SUBRECIPIENTS

1. *Name of Subrecipient*— Hernando County
2. *Method of Selection*—The Gulf Consortium established each of Florida's 23 Gulf Coast Counties as SEP project subrecipients; this includes Hernando County, as reflected in the SEP.
3. *Period of Performance*— 2/10/2020 – 12/01/2023
4. *Scope of Work*—Hernando County will oversee the procurement of consultant services and oversee all tasks to be completed by the consultant, providing both technical oversight and compliance with the ODP and DMP. The County will include the requirements of both the ODP and DMP within the procurement documents for solicitation of Consultant services. The County Project Manager (PM) will assist with the selection of reef sites, planning of and participation in the public workshops, and will participate in all permitting meetings. The County PM will assist with the development of monitoring plans and provide QAAC of the baseline data collection. The Scope of Work is provided in the Project Narrative section and provides the lists of tasks and deliverables to be completed by the Consultant.
5. *Method of Accountability*—The Gulf Consortium will be responsible for monitoring the County's performance to ensure both technical and financial accountability. Twice-annual performance and financial reports will be submitted to Gulf Consortium. Procurement of the consultant(s) for will be reviewed by the Gulf Consortium for compliance with 2 CFR 200. d
6. *Itemized Budget and Justification*—The budget for Hernando County includes funds for Consultant services (Contractual), personnel and fringe (County Project Manager), and the 10% De Minimis.

Organization	Description	Amount	Pre-Award Costs?
Hernando County	*Subgrant to complete all planning and permitting of a minimum of 10 artificial reef sites*		☐
	Contractual – Consultant Services (Personnel; Consultant Travel, Lodging, Meals, Vehicles, Boats) Contract for Site Evaluations and Selection, Design, Permitting, and Baseline Monitoring	*$316,700*	☐
	County Personnel Project Manager	*$39,478*	☐
	County Personnel Fringe Benefits	*$17,268*	☐
	Allowable Indirect Charges (10%)	*$37,345*	☐

This grant award will include personnel costs for the County Project Manager. The Manager of the Waterways and Aquatics Services Department will serve as the Project Manager (PM). Historically, artificial reef projects have been managed through staff holding this position. The current staff member has overseen the completion of five recent artificial reef deployments, as well as the monitoring of the completed projects. The Manager of the Waterways and Aquatics Services Department has both regional and local knowledge of the marine and coastal waters of Hernando County with a technical background in the mapping of seagrass and hard bottom habitats of the Nature Coast Region (Barshel *et al 2018,* Baumstark *et al* 2013, Kolasa *et al* 2011, Kolasa and Craw 2009). This staff member also has reviewed existing geospatial data and has completed preliminary field assessments to identify 30 potential artificial reef sites.

1. The Project Manager will develop the project scope of work needed for procurement of a qualified consultant, provide technical oversight, and general project coordination. He will assist the selected consultant by providing them with a library of existing geospatial data and assist the consultant with the selection and prioritization of artificial reef sites. Additional responsibilities will include the review of all data and reports submitted by the consultant to ensure QAQC data requirements with the Observation and Data Management Plan.
2. The compensation rate for the Project Manager (hourly salary rate) and the amount of time (number of hours) are shown in Table 1 below. The rate shown is the current rate for this project management position and the same rate used for management of similar projects underway at this time. This rate is similar to those of project managers of other nearby counties.
3. The hours worked by the Project Manager will be tracked manually. A specific project code will be assigned for this project into the County's Time Tracking database. Time is entered manually on a spreadsheet and transferred by the administrative assistant into the time tracking database after review by the Department Grant Compliance Financial staff.

Other key personnel to be engaged with this project include the County Administrator who will is authorized to sign the grant application and will serve as the primary financial contact and Agency Responsible Official. Several financial staff will be responsible for overseeing the grant compliance including the Operations Assistant of Department of Public Works, the County's Grant Compliance Specialist, and the Grants Compliance Accountant with Clerk of Circuit Court and Comptroller. The services provided by these key financial staff will be included within the allowable indirect charges identified within the project budget.

Table 1. Personnel Compensation Rate

Position/Role	Duties and Responsibilities	Unit Cost	Unit	% Time (devoted to project)	Quantity	Total	Pre-Award Costs?
Project Manager	*Develop SOW, provide technical oversight, and project coordination, management. Implement DMP and ensure QA/QC of all associated data*	*$37.96*	*per hour*	*n/a*	*1040 hours*	*$39,478*	☐
							☐

References

Barshel, A, Sanders, A. , Pistole, E., Ankerson T.T., Allen, M., Hall-Scharf, B., and Kolasa, K. 2018. Strategic Area Plan for Hernando County. University of Florida, Levin College of Law, Conservation Clinic, Gainesville, FL.

Rene Baumstark, Barnali Dixon, Paul Carlson, David Palandro, and Keith Kolasa. 2013. Alternative spatially enhanced integrative techniques for mapping seagrass in Florida's marine ecosystem, International Journal of Remote Sensing, 34:4, 1248-1264

K. Kolasa, R. Baumstark, and P. Carlson. 2011. Springs Coast Remote Sensing Pilot Project, Final Report to FFWCC, Agreement Number 09166. Southwest Florida Water Management District, Brooksville, Florida

K.Kolasa and V. Craw. 2009. Springs Coast Seagrass Mapping Project – First use of Digital Imagery. Proceedings of the ASPRS 2009 Annual Conference. Baltimore, MD. http://www.asprs.org/Conference-Proceedings/Baltimore-2009-ASPRS-Annual-Conference-Proceedings.html

The fringe rate calculated for the Manager of the Waterways and Aquatic Services Department who will serve as the Project Manager for this project is 43.74% which equates to $16.60 per hour.

Computation	Percentage	Annual Cost
FICA (SS & Med)	$78,957 x 7.65 %	$ 6,040
Benefit Choice Dollars (Insurance, etc.)	$78,957 x 16.81%	$13,272
Workman's Compensation	$78,957 x 1.58 %	$ 1,248
Retirement (FRS)	$78,957 x 8.47%	$ 6,688
Unemployment Compensation	0.0 %	$ 0
Paid Time Off (Cost of Leave)	$78,957 x 9.23%	$ 7,288

1. Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
Project Manager	*$39,478.40*	*43.74%*	*$17,268*	☐
				☐
				☐
				☐

TOTAL FRINGE BENEFITS: $17,268

The indirect rate for this project is De Minimis indirect rate (10% of Modified Total Direct Costs (MTDC)). The MTDC for this project includes contractual costs, salary and fringe for the Project Manager for 1040 hours.

INDIRECT, OVERHEAD OR G&A RATE: 10 %

BASIS: De Minimis indirect rate (10% of Modified Total Direct Costs (MTDC))

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: $ 37,345

The total budgeted for Consultant services is $316,700 to complete the task identified within the project scope of work. The budget for the Consultant services is defined in the tables below. The budget is itemized by the

estimated time per task (Table 2), and expenses including travel, meals, lodging, boat usage, vehicles, and use of equipment (Tables 3, 3a and 3b). The estimate travel cost are shown in Table 3 vary depending the type of work and equipment used. The daily rate shown for the site evaluations include the use of two vessels and equipment needed such as side scan sonar, sediment sampling equipment, underwater cameras, and scuba gear. All travel cost estimated in Table 3 are based on the estimated number of staff traveling and vehicle usage and will be invoiced following the approved per diem rates allowable under 2 CFR 200.

Table 2. Estimated Consultant Contractual Costs – Personnel

Organization	Description	Unit Cost *	Quantity or Rate	Amount	Pre-Award Costs?
TBD	*Site Evaluations, Reports, Site Selection Reports*	*$105/hr*	*453.3 hours (3 staff)*	*$47,600*	☐
	Preliminary Designs Pre-Application Documentation	*$140/hr*	*445.4 hours (3 staff)*	*$62,360*	☐
	Public Workshop	*$105/hr*	*29.5 hours (3 staff)*	*$3,100*	☐
	60% Design	*$140/hr*	*113.1 hours (3 staff)*	*$15,840*	☐
	Monitoring Plans	*$140/hr*	*58.8 hours (2 staff)*	*$8,240*	☐
	Permitting	*$140/hr*	*337.1 hours (4 staff)*	*$47,200*	☐
	Final Plans	*$140/hr*	*121 hours (3 staff)*	*$16,940*	☐
	Baseline Monitoring	*$105/hr*	*444.7 hours (2 staff)*	*$46,700*	☐

*- Rates shown are an estimated average rate for a senior level scientist or engineer ($140/hr); and an average rate for a staff scientist ($105/hr).

CONTRACTUAL - Consultant Services Personnel: $247,980

Table 3. Estimated Consultant Contractual Costs – Travel, lodging, meals, boats, vehicles, equipment

Organization	Description	Unit Cost	Travel, lodging, meals, boats, vehicles, equipment	Amount	Pre-Award Costs?
TBD	*Field Investigations and Reports, Site Selection Reports*	*$2,460/day**	*15 days*	*$36,900*	☐
	Preliminary Designs Pre-Application Documentation	*$330/day*	*8 days*	*$2,640*	☐
	Public Workshop	*$800/day*	*2 days*	*$1,600*	☐
	60% Design	*$330/day*	*2 days*	*$660*	☐
	Monitoring Plans	*$260/day*	*1 day*	*$260*	☐
	Permitting	*$400/day*	*2 days*	*$800*	☐
	Final Plans	*$330/day*	*2 days*	*$660*	☐
	Baseline Monitoring	*$1,050/day***	*24 days*	*$25,200*	☐

**- Includes the use of two vessels, vehicles, and specialized equipment including side scan sonar, underwater cameras, scuba gear, sediment sampling equipment, and a magnetometer.*

*** - Includes the use of one vessels, vehicles, and specialized equipment including fish sampling devices, side scan sonar, underwater cameras, scuba gear, and other equipment as determined need in the monitoring plan*

CONTRACTUAL – Consultant Travel, lodging, meals, vehicles, boats: **$68,720**

Table 3a. Estimated Consultant Equipment Rates for field investigations and baseline monitoring

Organization	Description	Unit Cost	Mileage Rate	Estimated Daily Mileage	Mileage Cost Per Day
TBD	*Offshore Vessel 22ft-26ft*	*$500/day*			
	Offshore Vessel 18ft-24ft	*$350/day*			
	Truck –Tow Vehicle	*$100/day*	*0.575/mile **	*120*	*$69*
	Passenger Vehicle	*$75/day*	*0.575/mile **	*120*	*$69*
	Navigation/Mapping System	*$300/day*			
	Side-Scan Sonar	*$400/day*			
	Magnetometer	*$250/day*			
	Sediment Sampler	*$20/day*			
	Underwater Video Camera System	*$35/day*			
	Scuba Gear – 4 sets	*$100/day*			

**- The current approval mileage rate by the State of Florida for contracted services is $0.575/mile.*

Table 3b. Estimated Daily Lodging and Meal Costs for Field Investigations and Baseline Monitoring

Organization	Description	Unit Cost	Units	Estimated Daily Total
TBD	*Lodging*	*$96/day **	*2*	*$192*
	Meals and Incidentals	*$55/day **	*3*	*$165*

*** -** Based on 2020 GSA Per Diem Rates for Hernando County, Florida (www.gsa.gov/travel/plan-book/per-diem-rates)

The County will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 (current edition) and 200.317 (current edition) through 200.326 (current edition) along with Florida Statues (current editions). All procurements will be conducted in a manner that provides full and open competition. The County will include

the requirements of both the ODP and DMP within the procurement documents for solicitation of Consultant services to ensure deliverables meet the specifications of the Gulf Consortium and Gulf Council.

The hired consultant will perform the following tasks:

- Complete site evaluations of a minimum of 15 artificial reefs identified with assistance from the County and the collection of data identified under Measures I-VI identified in the ODP
- Develop preliminary designs plans for each site, cost estimates, and hold pre-application permitting meetings
- Complete a public workshop and assist the County with prioritizing a minimum of 10 artificial reefs for implementation
- Incorporate input from both the regulatory agencies and the public (obtained from public workshops) to revise the plans and develop 60% design plans
- Complete additional revisions to the 60% design plans and incorporate the 60% design plans with the permit submittals
- Develop baseline monitoring plans and success criteria monitoring plans in conjunction with success criteria monitoring to take place during the implementation phase of the project
- Submit quarterly progress updates and attend quarterly status meetings with the County

TOTAL SUBRECIPIENT(S): $410,791

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors providing management and legal services on this project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*— The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and The Gulf Consortium was developed in order to Leon County to serve as fiscal agent.
3. *Period of Performance*—2/10/2020 to 03/1/2024; pre-award costs authorized for The Balmoral Group and Nabors Giblin & Nickerson to work on grant application and sub-recipient agreements.
4. *Scope of Work*—the scope of work for The Balmoral Group includes: grant application preparation and submission, grant management and subrecipient monitoring, and all post-award reporting. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establish of subrecipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to subrecipients and contractual service providers.
5. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/year; 164 hours total), legal services (Nabors Giblin & Nickerson, 60 hours total), and fiscal agent services (3 basis points on total costs). Fiscal agent services are budgeted at the rate agreed to between The Gulf Consortium and Leon County of 3 basis

points of total disbursements. Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group ($5,100) and 6 hours for Nabors Giblin & Nickerson ($1,500).

7. *NICRA*—NA

Table 4. Gulf Consortium Contractual Costs

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	*Grant management, oversight, reporting*	*$170/hr*	*164 hours*	*$27,880*	☒
Nabors Giblin & Nickerson	*Subrecipient agreements and legal services*	*$250/hr*	*60 hours*	*$15,000*	☒
Leon County Clerk	*Fiscal agent services*	*3 basis points*	*% of total disbursements*	*$136*	☐
					☐
		TOTAL CONTRACTUAL:		**$43,016**	

4.0 BUDGET OBJECT CLASSES APPLICABLE TO ALL PROJECTS AND PROGRAMS – INDIRECT COSTS

See sub-recipient indirect costs in 3.8.

TOTAL OF ALLOWABLE INDIRECT COSTS	**$0**

5.0 PROGRAM INCOME

There is no program income associated with this project

TOTAL PROGRAM INCOME ANTICIPATED	**$ 0.00**

6.0 CASH DRAWDOWN PROJECTIONS

Input in RAAMS

BUDGET SUMMARY

	Amount
Personnel	$0.00
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Travel	$0.00
Construction	$0.00
Construction management/legal expenses	$0.00
Land, structures, rights-of-way, appraisals, etc.	$0.00
Relocation expenses and payments	$0.00
Architectural and engineering fees	$0.00
Other architectural and engineering fees	$0.00
Project inspection fees	$0.00
Site work	$0.00
Demolition and removal	$0.00
Construction	$0.00
Contingencies	$0.00
Equipment	$0.00
Equipment	$0.00
Supplies	$0.00
Supplies	$0.00
Other Direct Costs	$0.00
Other Direct Costs	$0.00
Miscellaneous	$0.00
Subrecipients and Contractors	$453,807.00
Subrecipient	$410,791.00
Hernando County	$410,791.00
Contractor	$43,016.00
The Balmoral Group	$27,880.00
Nabors Giblin & Nickerson	$15,000.00
Leon County	$136.00
Total Direct Costs	$453,807.00
Indirect Charges	$0.00
Indirect Charges	$0.00
Total Indirect Costs	$0.00
Total GCERC Costs	$453,807.00
Co-Funding	$0.00
Co-Funding	$0.00
Total Project Costs	$453,807.00
Income	$0.00
Project (program) income	$0.00

CASH DRAWDOWN PROJECTION

From:	To:	Cash Projection:	Running Total:
02/10/2020	03/31/2020	$6,600.00	$6,600.000
04/01/2020	09/30/2020	$7,761.00	$14,361.000
10/01/2020	03/31/2021	$116,936.00	$131,297.000
04/01/2021	09/30/2021	$81,450.00	$212,747.000
10/01/2021	03/31/2022	$42,136.00	$254,883.000
04/01/2022	09/30/2022	$66,930.00	$321,813.000
10/01/2022	03/31/2023	$43,346.00	$365,159.000
04/01/2023	09/30/2023	$44,325.00	$409,484.000
10/01/2023	03/01/2024	$44,323.00	$453,807.000

Projection Sum:	$453,807.00

Cash drawdown projections will be updated with each semi-annual financial report.

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Grants Management and Oversight	Project Oversight and Grants Management	Gulf Consortium Management will prepare grant applications, provide project oversight, QA/QC, provide financial and performance reports. Gulf Consortium legal counsel will develop subrecipient agreements, review procurements and contracts and provide other legal services as needed. Leon County will provide fiscal agent services.	02/10/2020	03/01/2024	$43,016.00	Yes
Grants Management and Oversight	Project Oversight and Grants Management	Hernando County will assign a project manager to provide technical oversight and general project coordination; a grants manager will also be assigned to provide budgetary and other administrative oversight. See section 3.1 of the budget narrative for more information. Hernando County will work with Contracting Party assist and prioritize artificial reef sites. The County will review all contracted materials to ensure quality of findings, review scientific monitoring activities and reports, review designs, permits, and provide all reports and associated raw data to the Council per the Data Management Plan.	02/10/2020	08/01/2023	$57,619.00	No
Develop Scope of Work	Planning	Hernando County will prepare a scope of work, including in-house staff duties, roles and responsibilities, etc.; description of work to be contracted, and mechanisms for oversight/review of contracted work. County staff will prepare procurement documents, and associated contracts for services. See section 1.6 of the project narrative for more information.	02/10/2020	06/30/2020	$4,802.00	Yes
Site Evaluations and Selection	Scientific Monitoring and Metrics	Hernando County has reviewed existing geospatial data and has identified 30 potential artificial reef sites. The County will work with Contracting Party to review each of these sites and prioritize a minimum of 15 reef sites for full site evaluations. The Contracting Party will collect data needed to design a constructible and permittable project, process the data, and prepare the Data Collection	07/01/2020	03/30/2021	$92,950.00	Yes

		Summary Reports. See section 1.2 of the project narrative for more details on information to be collected and summarized.				
Preliminary Design Plans	Engineering and Design	The Contracting Party will utilize the collected data during the site evaluations to select 10 final sites. Individual reef objectives and conceptual design plans. The conceptual design phase will provide details and specification of the materials selected. Design plans will include cross-sections, material layouts, location of video transects and sediment samples, buffer zones to live substrate, and other details needed for permitting. All information will be submitted to Hernando County for review and approval. Cost estimates will be provided for both materials costs and deployment. The preliminary plans will be revised to incorporate public comment obtained from the public workshop	12/01/2020	06/30/2021	$71,500.00	Yes
Public Workshop	Other	Hernando County will host a public meeting following the appropriate notification processes and document the number attendees, input provided, and summarize recommendations.	06/01/2021	08/30/2021	$5,170.00	Yes
60% Design Plans	Engineering and Design	Upon completion of the Public Workshop and Pre-Application meeting the Contracting Party will make revisions to the preliminary design plans and work with the County to complete 60% design plans. 60% plans will be submitted with the permit applications, and revised if needed based on regulatory feedback.	09/01/2021	09/30/2022	$18,150.00	Yes
Permitting	Environmental Compliance	The Contracting Party will develop the necessary permit information needed for permitting and will hold pre-application meetings with FDEP, USACE, and NOAA Fisheries (if applicable). For inshore reefs in shallow water the Contracting Party will seek consultation with FFWCC Waterways division to obtain a letter of "no objection" regarding any impacts to boating. The Contracting Party will also consult with the Florida Division of Historical Resources to obtain a letter of "no objection". The Contracting Party will prepare a permitting timeline based on the results of the pre-application meeting, and will	09/15/2021	09/30/2022	$52,800.00	Yes

		submit all permit applications. The Contracting Party will revise the design plans if necessary based on the RAI's and feedback received from the regulatory agencies. The permitting schedule will be revised if needed. The Contracting Party will be responsible for ensuring all permits are obtained.				
Monitoring Plan	Scientific Monitoring and Metrics	The Contracting Party will develop a monitoring plan identifying baseline data collection, the primary and secondary success criteria metrics for post implementation, reference sites representative of each reef type, monitoring frequency and duration, and cost estimates.	09/15/2021	09/30/2022	$9,350.00	Yes
Final Design Plans	Engineering and Design	Feedback from regulatory agencies received during the permitting will be used to revise the 60% plans if needed to complete the Final Design Plans. Final Design Plans will be completed for bid specifications needed for the implementation phase. Detailed cost estimates will be provided of the both the materials and implementation. Specification will include estimates of weight of the materials and deployment methods and plans.	01/01/2022	12/30/2022	$19,360.00	Yes
Baseline Data Collection	Scientific Monitoring and Metrics	The Contracting Party will also complete the collection of baseline data at the 10 reef sites and associated reference sites.	04/01/2022	12/01/2023	$79,090.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM005 - Monitoring - # monitoring programs - plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM011 - Restoration planning/design/permitting - # E&D plans developed

Baseline	0.00
Current	0.00
Completion	10.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM013 - Restoration planning/design/permitting - # environmental compliance documents completed

Baseline	0.00
Current	0.00
Completion	10.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM006 - Monitoring - # streams/sites being monitored

Baseline	0.00
Current	0.00
Completion	13.00

Notes:	

Observational Data Plan

Project Information

Project name:
14-1: Artificial Reef Program - E&D and Monitoring

Agency:
Gulf Consortium and subrecipient (Hernando County)

Project phase (planning/implementation):
Planning

Project phase(s) to which this ODP pertains:
Planning

Project ODP point(s) of contact:
Gulf Consortium: Dan Dourte, ddourte@balmoralgroup.us, 407-627-2185 ext 113; 165 Lincoln Ave, Winter Park, FL 32789

Subrecipient: Hernando County - Keith Kolasa - KKolasa@co.hernando.fl.us

Expected observational data collection start and end dates:
2/10/2020 to 12/1/2023; dates may be revised based on the grant award date and procurement of contractor.

Short description of the project location:
Artificial reefs will be properly planned within the marine and coastal waters of Hernando County extending within the nearshore waters out to a distance of 50 nm (Figure 1). The approximate latitude of the northern boundary and southern boundary of Hernando County are 28 ° 42' 0.00 N' and 28 ° 26' 0.00 N', respectively (Figure 1).

Short description of the overall project construction features
This phase of the project focuses on planning and permitting. No construction will occur during the course of this funding cycle. Both the County staff and its Consultant will plan and design fully environmentally compliant artificial reef projects

Consistency with Local or Regional Planning/Monitoring Efforts
This project is consistent with the objectives and goals outlined within the County's Strategic Marine Area Plan (Barshel *et al.* 2018) and also marine resource protection element of the Hernando County Comprehensive Plan. The project is also consistent the goals outlined in FFWCC's Artificial Reef Strategic Plan (2003) and the guidelines developed the National Oceanic and Atmospheric Administration (NOAA) (2007). Materials selection will follow guidelines outlined by the Atlantic and Gulf States Marine Fisheries Commissions (2003) and Lindberg

et al. 2011. Planning efforts will be coordinated with FFWCC Artificial Reef Program and also the artificial reef coordinators with Citrus County and Pasco County

Overall project goals and objectives:

As the subrecipient, Hernando County will complete planning, design, and permitting for its regional artificial reef program, starting with a thorough evaluation of 15 prospective sites identified by the County. Upon the completion of the evaluations of the 15 prospective sites, 10 sites will be prioritized for full design and permitting. Once these planning activities are completed, the County and its stakeholders will have a full understanding of the regional reef plan which will include a diverse group of artificial reef types incorporating a broad range of materials. Project planning with include the development of monitoring plans of the required success metrics which will include both recreational and environmental benefits.

Specific goals and objectives:

- Map Inventory, Field Surveys, and Investigations needed for Permitting
- Conceptual Design Plans, Materials Selection, Cost Estimates, Permitting Pre-Application Meetings and Documentation, Identification of Permits needed per site, Permitting Timeline, Public Workshop, Final Design and Permitting, Monitoring Plan, and Baseline Data Collection

Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported:

1. PRM011 - Restoration planning/design/permitting - # E&D plans developed
2. PRM013 - Restoration planning/design/permitting - # of environmental compliance documents
3. PRM005 - Number of Monitoring Plans Developed
4. PRM006 – Number of Sites Monitored

Success criteria for Metric 1 PRM011 (# of E&D plans developed) - 10 Plans for final reef sites (Measures I-VIII)

Measure I: Benthic Habitat Map Inventory
Success criteria: Both digital and hard copies of maps produced for each of the prospective 15 reef sites and surrounding buffer area.

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry – 15 Sites
Success criteria: Both digital and hard copies of high resolution bathymetric maps of each of the proposed 15 reef sites as needed to document the substrate type. A minimum 1000 ft buffer will be mapped around each of the proposed reef sites.

Measure III. Sediment Analyses -15 Sites
Success criteria: Collection of sediment cores and analyses report

Measure IV. Underwater Videos and Photos – 15 Sites
Success criteria: Collection of videos and photos taken along directional transects to document substrate type. Digital and hard copies submitted for each of the prospective 15 reef sites.

Measure V. Magnetometer Surveys – 15 Sites
Success criteria: Collection of magnetometer surveys and completed summary reports for each of the 15 prospective reef sites. This survey may or may not be needed for each site.

Measure VI: Conceptual Design Plans – 15 Sites
Success criteria: Development of Draft Conceptual Plans utilizing data completed in Measures I, II, III, IV, and V. Conceptual plans will be used to determine permit requirements and constraints and the overall project implementation timeline to include a permitting schedule.

Measure VII: Workshop Documentation
Success criteria: Noticing records and minutes from public workshop. Public comments received and summary of consensus on reef designs and suggestions for changes. Ranking of reef projects to be used for prioritizing and selecting 10 sites.

Measure VIII: 60% and Final Design Plans - 10 Sites
Success criteria: Design Plans as both 60% and 100% Plans for the final 10 Sites selected for implementation. Public comment from Measure VII and comments received from regulatory agencies (Measure IX below) will be used to revise the Conceptual Design Plans to complete the 60% and Final Design Plans.

Success criteria for Metric 2 PRM013 (# of Compliance Documents): Two Compliance Documents
Measure IX: Count of Compliance Documents
Success criteria:

1. *Documentation from Pre-App meetings with Army Corps of Engineers Permit applications and Florida Department of Environmental Protection to include meeting notes and correspondence with permitting agencies.*
2. *Permit applications and Responses for Additional Information (RAI's)*
3. *Approved Permits*

Success criteria for Metric 3 PRM005 (# of Monitoring Plans Developed):
Measure X: Monitoring Plans to include baseline conditions monitoring prior to project implementation and and plans developed to measure success metrics after project implementation.
Success criteria:

1. *Completed Baseline Monitoring Plan including schedule and cost estimates.*
2. *Completed Monitoring Plans developed to measure success metrics*

Success criteria for Metric 4 PRM006 (# of Sites Monitored - Baseline Conditions):
Measure XI: Baseline monitoring of 10 reefs selected for implementation and associated reference sites.
Success criteria: Data sets, tabular summaries, and narrative report describing baseline conditions and conditions observed at reference reefs. Narrative to include comparison between reef sites and reference sites.

Identification and Discussion of the Reference Sites/Conditions
Reference sites will be identified within the monitoring plan (Metrics 3 and 4) above with reference sites developed for each artificial reef type. Reef types will be defined during the development of the conceptual plans with the type categories to include materials, distance from shore, site depth, and primary use objectives.

Baseline Condition Sampling/Data Mining Plans

Baseline conditions will be documented through the data collection needed for the artificial design and permitting/environmental compliance as defined in Measure I-V. Prior to any data collection, an initial screening of the artificial sites will be conducted through data mining of existing benthic coverage maps and aerial imagery (Measure I) available from state agencies including the SWFWMD and FFWCC. Once the sites are screened, data needs identified in Measures II-V be will be collected at each prospective reef sites. These data combined with the data obtained from data mining will be utilized to help characterize the baseline conditions of the reef site and surrounding area. Emphasis will be placed on designing reefs that enhance habitat regionally, taking into consideration the proximity of existing benthic habitats, but also considering improving connectivity between offshore and nearshore marine environments.

Baseline plan for Metric 1 PRM011 (# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

Baseline benthic coverage maps produced for each proposed reef site (15 total) using existing benthic coverage maps, aerial imagery, and geospatial data. Data sources includes seagrass maps and imagery available from the SWFWMD and various benthic layers available from FFWCC at:

https://data-swfwmd.opendata.arcgis.com/datasets?group_ids=d9a4213eb9ea4713bb710e03bdcc6648

http://geodata.myfwc.com/datasets?t=Marine%20Ecosystems

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry - 15 Sites

Baseline high resolution bathymetric maps of each of the proposed 15 reef sites to be completed during planning stage.

Measure III. Sediment Analyses - 15 Sites

Sediment characterization to be completed to both document suitable sediment conditions (sediment depth, sediment type) for site stability and to document baseline conditions prior to deployment of reef material.

Measure IV. Underwater Videos and Photos – 15 Sites

Documentation of baseline bottom substrate type and characteristics provided through video and photos collected during the growing season (late spring, summer, early fall.)

Measure V. Magnetometer Surveys – 15 Sites

Magnetometer surveys to document absence of historical resources if deemed a requirement by permitting agencies.

Measure VI: Conceptual Design Plans – 15 Sites

Draft conceptual design plans specifying deployment layout, materials specification including weight and size specifications, cost estimates, and permitting schedule.

Measure VII: Workshop documentation

Baseline information on public input, general project consensus, and consensus on desired reef types.

Measure VIII: 60% and Final Design Plans – 10 Sites

Final Design Plans depicting detailed layout of materials, material costs, and deployment costs.

Baseline plan for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: Permitting requirements defined through the pre-application permitting process will be used to determine the permitting time constraints, and realistic project schedules.

This information will be used to identify which projects can be permitted through more streamlined permitting such as the USACE Nationwide Permit and distinguish those which will require more complex permitting such as DEP's ERP. These determinations will be used to adjust the project schedule for each artificial reef.

Baseline plan for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Monitoring Plans developed to collect baseline data of the primary success metrics to evaluate the effectiveness of the artificial reefs after they are deployed.

These monitoring plans will determine which additional measures will be needed beyond Measures I-V, such as recreational usage, fish populations, and benthic substrate; as well as, to establish reference sites.

Baseline plan for Metric 4 PRM006 (# of Sites Monitored – Baseline Conditions):

Measure XI: Results of Baseline Monitoring of 10 reef sites and associated reference sites.

It is anticipated baseline data will be collected for fish populations and recreational usage to establish baseline data sets to be used for measuring project success.

Potential Corrective Actions

Corrective Actions for Metric 1 PRM011(# of E&D plans developed) :

Measure I. Benthic Habitat Map Inventory

Analyses and reports must be completed to meet success criteria

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

Must be completed to meet success criteria

Measure III. Sediment Analyses

Sediment characterization and depth needed to meet success criteria

Measure IV. Underwater Videos and Photos

Must be completed to meet success criteria

Measure V. Magnetometer Surveys

May not be required to meet success criteria. Will be completed if recommended by permitting agencies; however, has not been requested in the past for prior artificial reefs constructed within Hernando County reefs.

Measure VI. Conceptual Design Plans

Plans must be completed to meet success criteria

Measure VII. Workshop Documentation

Must be completed to meet success criteria

Measure VIII. 60% and Final Design Plans

Must be completed to meet success criteria

Corrective Actions for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

Must be completed to meet success criteria

Corrective Actions for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Baseline Monitoring plans must be completed to meet success criteria of the implementation phase of this project, but is not a critical success criteria for this planning stage. Baseline monitoring is needed to measure the success of the reef deployments

Corrective Actions for Metric 4 PRM006 (# of Sites Monitored - Baseline Conditions):

Measure XI: Baseline monitoring of 10 reefs selected for implementation and associated reference sites.

Baseline Monitoring will be completed of each of the 10 reefs sites to establish a pre-implementation baseline to be used to evaluate success criteria. Although this phase is not critical for the planning phase it is needed for the implementation phase.

Observational Data Collection

Plan for Metric 1 PRM011(# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

Purpose:

To summarize existing benthic coverage maps and aerial imagery to determine the boundaries of the artificial reef and required buffers to seagrass and hard bottom habitats. To provide geospatial information needed to for regional approach of the reefs, including required buffers to seagrass or hard bottom, and linkages to other existing and planned artificial reefs, including those of adjacent counties.

Methods:

Geospatial data compiled by each site as shapefiles and summary geodatabase with ArcGIS

Schedule/Timing and Frequency:

1 inventory per site (15 total sites) completed within 6 months from issuance of Notice to Proceed (NTP) with consultant (Contractual Services).

Sample Size:

15 total with - 1 inventory completed for each of the 15 proposed sites.

Site Locations:

See attached map (Figure 2) of potential sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

Completed maps and GIS deliverables will include source metadata. Maps will be shown to scale and clearly labeled.

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

Purpose:

To map bottom substrate composition within the proposed reef sites and surrounding buffer zone providing high resolution images and geospatial data to be used in the planning of the reef layout design, and to document required buffer zones for environmental compliance.

Methods:

The methods and equipment to be used is TBD upon the County's procurement process of a qualified consultant (expected within 1 year from award date).

Schedule/Timing and Frequency:

1 inventory per site (15 total sites) completed within 8 months from issuance of NTP with Consultant (Contractual services).

Sample Size:

15 total with - 1 inventory completed for each of the 15 proposed sites. The size of area surveyed will be dependent upon the size of reef deployment site. A minimum survey area of 5 acres will be established for the smallest reef sites.

Site Locations:

See attached map (Figure 2) of previously identified potential artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

The methods and equipment to be used is TBD upon the County's procurement process of a qualified consultant (expected within 1 year from award date).

Measure III. Sediment Analyses

Purpose:

To characterize the sediment at each propose reef site including sediment type, grain size, and depth. The information will be used to access the potential for settling of the deployed structures and scour rates. Ideally, sand sediments with a minimum depth of 4 inches is preferred for reef deployments. Muck sediments or clay sediments are not preferred.

Methods:

Sediment samples for sieve analyses will be collected with a ponar grab sampler or similar device. Sediment depth will be measured by divers using probes. Standard sieve analyses will be completed to determine the grain size distribution of the sediments at each proposed reef site, and the depth of sediments. Further refinement of the methods may occur upon County contracting a qualified consultant. Samples will be collected within 8 months from issuance of notice to proceed with Consultant.

Schedule/Timing and Frequency:

1 inventory per site (15 total sites) completed within 8 months from issuance of funding.

Sample Size:

A minimum of 2 samples will be collected at each of the proposed 15 reef sites with a minimum of 30 samples. Additional samples may be determined to be needed upon the County contracting a qualified consultant.

Site Locations:

See attached map (Figure 2) of the potential artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

Methods will follow Florida state DEP laboratory Standard Operating Procedures, and/or applicable Environmental Protection Agency (EPA) guidelines.

Measure IV. Underwater Videos and Photos

Purpose:

To document the substrate type within the proposed artificial reef site and surrounding compliance buffers.

Methods:

Digital video will be collected along appropriately positioned transects with both the direction and distance recorded. Digital photos will be collected at the beginning and end of each transect and at key locations (reef center and corners). All pictures will be date and time stamped. Both video and photos will be collected during the late spring through summer during the growing season.

Schedule/Timing and Frequency:

A minimum of 30 video transects (2 transects for each of the 15 sites) within 8 months from issuance of notice to proceed with Consultant. A minimum of 135 photos (9 per reef sites); however the number of photos will not be limited.

Sample Size:

30 transect videos, 135 digital photos

Site Locations:

See attached map (Figure 2) of the proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

Video and Photos will be clearly labeled per site and site location. All photos will be date and time-stamped.

Measure V. Magnetometer Surveys

Purpose:

A magnetometer survey may be a requirement of permitting agencies or Florida Division of Historical Resource to document the absence of cultural resources within the artificial reef site. Verification of the need for this survey will be determined within the development of a contract for Consultant services which will take place within 6 months of the funding award.

Methods:

TBD within 12 months after receiving funding

Schedule/Timing and Frequency:

TBD within 12 months after receiving funding

Sample Size:

TBD - potentially 15 total with potentially 1 survey completed for each of the 15 proposed sites.

Site Locations:

See attached map (Figure 2) of proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

TBD (expected QA/QC methods within 1 year from award date)

Measure VI. Conceptual Design Plans

Purpose:

To define specific artificial reef objectives and complete artificial reef design plans that incorporate the individual site conditions and location, the selection materials that meet stability performance but also maximizes habitat quality, and placement that provides regional ecological benefits.

Methods:

The methods will follow the objectives outlined within the County's Strategic Marine Area Plan (Barshel *et al.* 2018) and will be consistent with goals and objectives outlined in FFWCC's Artificial Reef Strategic Plan (2003). Materials selection will follow guidelines outlined by the Atlantic and Gulf States Marine Fisheries Commissions (2004), National Reef Plan (2007), and Lindberg *et al.* 2011). Design plans will be submitted as both GIS shapefile and AutoCAD drawings.

Schedule/Timing and Frequency:

1 design plan per site (15 total sites) completed within 18 months from issuance of NTP with Consultant.

Sample Size:

15 total with - 1 plan completed for each of the 15 proposed sites.

Site Locations:

See attached map (Figure 2) of proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

ArcGIS deliverables will include all required metadata and will be correctly georeferenced, and provided in the correct coordinate system. All GIS and AutoCAD drawings will be shown to scale and clearly labeled. All AutoCAD drawings will be provided using the same coordinate system as the ArcGIS deliverables and easily interchangeable between the two systems. File format will be ArcGIS Version 10.3.1 and AutoCAD 2017.

Measure VII. Public Workshop Documentation

Purpose:

To document public input and suggestions on the reef designs and likes/dislikes and to document stakeholders input on final selection and prioritization of reef sites.

Methods:

Public meetings will be noticed and advertised following Florida Statues and Sunshine Law procedures.

Schedule/Timing and Frequency:

A minimum of 1 public meetings completed within the first 16 months of the NTP with the Consultant

Sample Size:

One

Site Locations:

Meeting Locations TBD – Likely to be held in Hernando Beach coastal community, or at the County Board of County Commissioners Chamber.

Quality Assurance and Quality Control:

Meeting notifications will be noticed and published through the County's legal department, and recorded by the County Clerk of Circuit Court

Measure VIII. 60% and Final Design Plans

Purpose:

To revise plans incorporating input and suggestions from stakeholders attending public workshops and meetings.

Methods:

Plans completed using both ArcGIS and AutoCAD.

Schedule/Timing and Frequency:

1 plan per site (10 total sites for final selection) completed within 18 months from issuance of funding.

Sample Size:

10 total with 1 final design plan completed for each of the 10 prioritized/selected sites.

Site Locations:

See attached map (Figure 2) of the proposed artificial reef sites within the marine waters offshore of Hernando County. Fifteen of the sites will be selected for evaluations.

Quality Assurance and Quality Control:

ArcGIS deliverables will include all required metadata and will be correctly georeferenced, provided in the correct coordinate system. All GIS and AutoCAD drawings will be shown to scale and clearly labeled. All AutoCAD drawings will be provided using the same coordinate system as the ArcGIS deliverables and easily interchangeable between the two systems. File format will be the latest version of ArcGIS and AutoCAD that the County is using. GIS deliverables will include all standard metadata and geodatabases.

Plan for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

Purpose:

To determine specific environmental compliance requirements of each proposed reef site and type of federal and state permits needed and application costs. To develop a permitting schedule based on required criteria and determine potential additional information requests. To obtain feedback from regulatory agencies and determine if design plans need revisions to meet permitting criteria.

Methods:

Pre-Application meetings and correspondence with UASCE, FDEP, FWCC, USCG, and NOAA Fisheries

Schedule/Timing and Frequency:

Minimum of one meeting with each agency listed above and documented correspondence.

Sample Size:

5 – Each of agencies listed above will be consulted during the pre-application permitting process.

Site Locations:

See attached map (Figure 2) of potential reef sites within the marine waters offshore of Hernando County. 15 sites will be selected.

Quality Assurance and Quality Control:

Meeting summaries and documentation and correspondence records.

Plan for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Purpose:

To determine reef deployment success criteria, baseline data needs, data collection methodology, data analyses, and costs.

Methods:

TBD - (expected within 1 year from award date)

Schedule/Timing and Frequency:

TBD - (expected within 1 year from award date)

Sample Size:

TBD - (expected within 1 year from award date)

Site Locations:

See attached map (Figure 2) of potential artificial reef sites within the marine waters offshore of Hernando County. 10 of these sites will be selected for implementation and therefore monitoring, plus reference sites for comparisons.

Quality Assurance and Quality Control:

Reviews of the monitoring plan both internally and externally.

Plan for Metric 4 PRM006 (# of Sites Monitoring):

Measure X: Baseline Monitoring

Purpose:

To collect baseline data of the reef sites and reference sites prior to the project implementation to be used for a pre and post evaluation of success criteria.

Methods:

TBD - (expected within 1 year from award date)

Schedule/Timing and Frequency:

Frequency of Monitoring will be quarterly for a minimum of one year.

Sample Size:

TBD - (expected within 1 year from award date)

Site Locations:

See attached map (Figure 2) of potential artificial reef sites within the marine waters offshore of Hernando County. 10 of these sites will be selected for implementation and therefore monitoring, plus reference sites for comparisons.

Quality Assurance and Quality Control:

Reviews of monitoring equipment, data being collected, data summaries and analyses, and narrative reports. Review of statistical analyses.

Anticipated Statistical Analysis

Analysis for Metric 1 PRM011 (# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

N/A to this planning project

Measure II. Side Scan Sonar and/or 3D Multi-beam Bathymetry

Data will be processed and interpreted with the appropriate software depending the equipment selected

Measure III. Sediment Analyses

Standard sieve analyses will be used to determine the grain size distribution of the sediments at each proposed reef site. Data will be summarized using Excel and summarized in tabular

Measure IV. Underwater Videos and Photos

N/A to this planning project

Measure V. Magnetometer Surveys

Data will be processed and interpreted with the appropriate software depending the equipment selected

Measure VI. Conceptual Design Plans

N/A to this planning project

Measure VII. Workshop Documentation

N/A to this planning project

Measure VIII. 60% and Final Design Plans

N/A to this planning project

Analysis for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

N/A to this planning project

Analysis for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Appropriate statistical analyses will be developed as part of the Baseline Monitoring plans and developed for the success criteria metrics.

Analysis for Metric 4 PRM006 (# of Sites Monitored):

Measure XI: Baseline Monitoring

Statistical analyses recommended in the monitoring plan (Metric 3 above) such as non-parametric analyses will be incorporated in data analyses to determine whether success metric show significant differences.

Unforeseen Event Contingency

Contingency plans for Metric 1 PRM011 (# of E&D plans developed):

Measure I. Benthic Habitat Map Inventory

Not needed for data mining and compilation

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

Poor weather and sea conditions could result in rescheduling of surveys

Measure III. Sediment Analyses

Poor weather and sea conditions could result in rescheduling of sampling

Measure IV. Underwater Videos and Photos

Poor weather and sea conditions could result in rescheduling

Measure V. Magnetometer Surveys

Poor weather and sea conditions could result in rescheduling

Measure VI. Draft Conceptual Design Plans

N/A to this planning project

Measure VII. Workshop Documentation

Tentative dates for workshops will be planned in the event a workshop must be rescheduled due to unforeseen events such as weather. If low attendance occurs at the workshop a second workshop will be held.

Measure VIII. Final Conceptual Design Plans

N/A to this planning project

Contingency Plans for Metric 2 PRM013 (# of Compliance Documents):

Measure IX: (Count of Compliance Documents) Permitting

If any sites are determined not to be permittable, alternative sites will be selected from the 15 sites evaluated under Measures I-V.

Contingency Plans for Metric 3 PRM005 (# of Monitoring Plans Developed):

Measure X: Baseline Monitoring Plans

Monitoring plans may need to be scaled back based on the cost estimates

Contingency Plans for Metric 4 PRM006 (# of Sites Monitored):

Measure X: Baseline Monitoring Plans

Weather delays could result in the rescheduling of monitoring

Consistency with Local or Regional Planning/Monitoring Efforts

Expansion of artificial reefs was ranked as the number one RESTORE Pot 3 funded project by the Hernando County Port Authority and residents attending the Port Authority meetings. Additionally, creation of artificial reefs has been included in the Port Authority's five- and ten-year goals developed during separate workshops. The creation of artificial reefs has also received strong support from local fishing clubs, dive shops, and marinas. Additional artificial reefs are needed to meet the increasing demand for snorkeling, diving, fishing, and marine life viewing. This project is justified by the demonstrated economic and ecological benefits of artificial reefs.

Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:	**$141,300**
Metric 1 PRM011(# of E&D plans developed) :	
Measure I. Benthic Habitat Map Inventory -	$ 3,200
Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry -	$ 33,850
Measure III. Sediment Analyses -	$ 17,200
Measure IV. Underwater Videos and Photos -	$ 6,000
Measure V. Magnetometer Surveys	$ 16,400
Metric 3 PRM005 (# of Monitoring Plans Developed):	
Measure X: Baseline and Success Criterial Monitoring Plans	$ 9,350
Metric 4 PRM006 (# of Sites Monitored):	
Measure X: Baseline Monitoring of 10 reef sites and associated reference sites	$ 55,300

Estimated total budget for observational data reporting:	**$207,070**
Metric 1 PRM011(# of E&D plans developed) :	
Measure I. Benthic Habitat Map Inventory -	$ 3,200
Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry -	$ 5,200
Measure III. Sediment Analyses -	$ 3,800
Measure IV. Underwater Videos and Photos -	$ 600
Measure V. Magnetometer Surveys	$ 3,500
Metric 1 PRM011 (# of E&D plans developed) :	
Measure VI. Draft Conceptual Design Plans -	$ 71,500
Measure VII. Workshop Documentation -	$ 5,170
Measure VIII. 60% and Final Design Plans	$ 37,510
Metric 2 PRM013 (# of Compliance Documents):	
Measure IX: Permit Applications and Issued Permits	$ 52,800
Metric 4 PRM006 (# of Sites Monitored):	
Measure X: Baseline Monitoring of 10 reef sites and associated reference sites	$ 23,790

Estimated budget for contingency monitoring: $ 0

Location of observational data costs in Milestones, Overall Project Budget, or Budget Narrative

Observational data collection costs:

- $76,650 of the total $92,950 represented in the cost for Milestone 3
- $ 9,350 represented in the cost for Milestone 7
- $55,300 of the total $79,090 represented in the cost for Milestone 10

Observational data reporting costs:

- $16,300 of the total $92,950 represented in the cost for Milestone 3
- $71,500 represented in the cost for Milestone 4
- $5,170 represented in the cost for Milestone 5
- $18,150 represented in the cost for Milestone 6
- $52,800 represented in the cost for Milestone 8
- $19,360 represented in the cost for Milestone 9
- $23,790 of the total $79,090 represented in the cost for Milestone 10

Contingency monitoring:

N/A

Data Review and Reporting

The County's Project Manager will review both the data collected, data analyses, and summary reports completed for each of performed assessments (Measures I-V) and provide technical review. The reviews will focus on QAQC requirements of the ODP and DMP. The Project Manager will monitor progress and summarize progress of each of the metrics and measures as documentation submitted within the twice-annual performance and financial reports submitted to Gulf Consortium.

Additionally, the Project Manager will obtain assistance from research staff with the University of Florida to review the technical components of the project including the baseline monitoring plans. Project status updates will also be provided to the public through regular public meetings held by the Port Authority. The County and/or its Consultant will produce a final report to the Gulf Consortium that will show the completion of success criteria within this DMP.

Literature Cited

Barshel, A, Sanders, A. , Pistole, E., Ankerson T.T., Allen, M., Hall-Scharf, B., and Kolasa, K. 2018. Strategic Area Plan for Hernando County. University of Florida, Levin College of Law, Conservation Clinic, Gainesville, FL.

Lindberg, W.J. and Seaman, W. (editors). 2011. Guidelines and Management Practices for Artificial Reef Siting, Use, Construction, and Anchoring in Southeast Florida. Florida Department of Environmental Protection. Miami, FL. xi.

National Artificial Reef Plan (as amended): Guidelines for Siting, Construction, Development, and Assessment of Artificial Reefs, United States Department of Commerce, NOAA (February 2007).

State of Florida Artificial Reef Strategic Plan, Florida Fish and Wildlife Conservation Commission (November 21, 2003). http://myfwc.com/media/131588/FLARStrategicPlan2.pdf.

Preliminary Data Management Plan

Project Information

Project name:

14-1: Artificial Reef Program - E&D and Monitoring

Agency:

Hernando County

Project phase(s) to which this DMP pertains:

Planning

Data Steward(s):

Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us

Keith Kolasa, (352) 754-5884, kkolasa@co.hernando.fl.us

Expected data collection start date:

2/10/2020 – to be adjusted depending on award date.

Expected data collection end date:

Artificial Reef Site Evaluations: 06/30/2021

Baseline Data Collection – Pre Deployment - 12/01/2023

Post Deployment Success Monitoring – TBD during the future deployment phase

Brief project description:

The purpose of this project is complete the planning, design, and permitting of ten artificial reefs which will augment Hernando County's existing permitted artificial reef network and artificial reef successes. Planning assessments (site evaluations) will be completed to identify suitable sites that not only meet permitting requirements but that will also provide the most ecological benefits through strategic placement as recommended within the County's Marine Area Strategic Plan. The site evaluations will include data mining from existing data sources, mainly GIS data, as well as the collection of data used to characterize the site. This will include bottom bathymetry (Side Scan Sonar and/or 3D Multibeam Bathymetry); sediment analyses, underwater directional video and photos, and magnetometer surveys (if needed by regulatory agencies). Monitoring plans will be developed for both baseline data to be collected prior to deployment and for monitoring the project success after implantation. This project phase will include at least a year of baseline data; however, the post implementation monitoring will be included in the second phase of this project.

Project location:

Marine waters of Hernando County, Florida (see general location map, Figure 1)

General description of data collection activities (methods, sampling frequency, etc.):

Metric 1 PRM011 (# of E&D plans developed)

Measure I. Benthic Habitat Map

Initial screening of the proposed artificial sites will be conducted through data mining of existing benthic coverage maps and aerial imagery available from state agencies including the Southwest Florida Water

Management District (SWFWMD) and the Florida Fish and Wildlife Conservation Commission (FFWCC). Existing seagrass coverage maps, hard bottom maps, and aerial and satellite imagery will be used to produce maps and figures of each proposed reef sites and the surrounding area. All geospatial data sources are publicly available and are managed and archived by both SWFWMD and FFWCC. No new geospatial data will be produced during Measure 1. Upon the completion of the site screening using existing data sources, data defined in Measures II – V will be collected to evaluate the suitability of the site for reef construction and to collect data needed for permitting and to document baseline conditions.

Measure II. Side Scan Sonar and/or 3D Multi-beam Bathymetry

Data to be collected will include side scan sonar and/or 3D multi-beam bathymetry to map the bottom substrate composition at a higher level of detail than provided with existing habitat maps used in the screening process. The bathymetric data will be converted to geospatial data to be used for overlaying with existing geospatial data from Measure I.

Measure III. Sediment Analyses

Sediment samples will be collected at each reef site to characterize the sediment characteristics.

The sediment data will be stored as excel spreadsheets and summarized in narrative reports to include both tabular and chart summaries. Additionally, photos of the individual sediments cores will be provided as support documentation.

Measure IV. Underwater Videos and Photos

Directional video (date and time recorded) will be collected at each reef site along a minimum of two measured transects. Photos (date and time stamp) will be taken at the beginning and end of each transect, along the transects at set intervals, site corners, and at center points. The photos and video will be clearly labeled and stored in easily readable format (jpg, mp4, mov, wmv)

Measure V. Magnetometer Surveys

Magnetometer surveys (Measure V) will be collected if determined necessary by permitting agencies to verify the absence of any potential historical resources. Although the marine waters offshore Hernando are not known as a region of a significant number of historical maritime wrecks, and it is unlikely that any of the proposed reef sites contain any wrecks, magnetometer surveys may be required to document the absence of historical resources. This project will not include any archaeological assessments, only determining the presence or absence of potential historic resources. If any potential resources are detected the locations will be provided to Florida Historical Division of Historical Resources. Any reef site found to contain any detection of potential historical wreck or resources will eliminate the site from being considered for further planning and an alternative site will be selected instead. The path and boundary of the magnetometer surveys will be provided as geospatial data. The location of any detection of materials will provided as point shapefiles. Data summaries will include maps of the surveyed areas, maps showing any observed detections (if found), and interpretations of the data.

Measure VII: Workshop Documentation

Data will be collected on the total number of attendees, comment cards submitted, and minutes of the meeting which will include public comments. All presentations presented at the meeting, handouts, map displays, and flip charts will be archived to document the meeting. The meeting will also be recorded with both audio and video archived for records.

Measure VI and Measure VIII: Conceptual Design Plans, 60%, and Final Design Plans

No data will be collected. Design plans will be completed in both AutoCAD and GIS format. Both hard copies and digital copies (pdf) will be archived.

Metric 2 PRM013 (# of Compliance Documents)

Measure IX: Count of Compliance Documents – Permitting

No data will be collected. Pre-application meeting notes with Regulatory agencies will be archived. Email correspondence with regulatory agencies will be archived. All permitting applications and permit received will be archived in both hard copy and digital copies.

Metric 3 PRM013 (# of Monitoring Plans Developed)

Measure X: Monitoring Plans Developed

No data will be collected. Narrative reports (Word Docs) will be archived as both hard copies and as digital format.

Metric 4 PRM006 (# of Sites Monitored - Baseline Conditions)

Measure XI: Baseline monitoring of 10 reefs selected for implementation and associated reference sites. A monitoring plan will be developed during this project (Metric 3, Measure X) and will determine the monitoring methodology; however, it is anticipated that a minimum of quarterly monitoring will be completed at each of the sites and reference sites for a minimum of one year period. It is anticipated that reference sites will include both artificial reefs and natural hard bottom communities. The completion of the monitoring plan is expected to be completed within the second year of this project after the final artificial reef sites have been selected and design concepts developed. Monitoring is anticipated to focus on both recreational usage and fish populations.

Estimated budget for data management:

The cost of data management will be incorporated into both the Personnel and Indirect Costs. The estimated cost for data management is $3,492 during the course of this planning project which will include uploading all data collected into the appropriate databases. Long term data management will be provided by the County within the allowable indirect charges, with data management funded through the County's existing long term operations budget which includes renewal of licenses for ArcGIS licenses and AutoCAD.

Location of costs in the Overall Project Budget, Budget Narrative, and/or Milestones:

- $ 3,492 of the Personnel (Salary and Fringe Benefits for PM at 43.74 %, 16 staff hours for 4 years – 40 hours) cost shown in the Project Budget (6 a and b), as shown in Milestone 1., and included within Section 3.1 (Personnel) of the Budget Narrative which provides details on the services of the County Project Manager.
- $6,500 in indirect Costs for long term data management and the cost for updates and annual maintenance license fees for ArcGIS software, AutoCAD, Microsoft Office, and other software. License cost is $1200 per year for ArcGIS for one individual license and AutoCAD is $191 per year. The cost for these is $5,564 for 4 years. The remaining cost of $936 is the estimated cost for data storage and maintenance on the County GIS servers.

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes

If yes, describe how this project's data and metadata will be:

1) Stored

The project data along with corresponding ISO-compliant metadata will be stored on a DOS-managed server and backed up regularly to an off-site location.

2) Archived

At the completion of the project, final project data and metadata will be archived at the County and will also be archived at an alternative site recommended by the Restore Council. Data types for this project will include GIS shapefiles, GIS geodatabases, excel spreadsheets, photographs and videos, narrative reports, and site plans in both pdf and AutoCAD format. Raw data files from side scan / bathymetric devices and magnetometer devices will also be provided.

3) Made available to others (including delivery to the Council)

All data will be made available to others (including delivery to the Council) through email upon request or through the Gulf Consortium's web-based data portal (example of portal for Florida's SEP project info http://datavisual.balmoralgroup.us/GulfConsortiumProjects). All electronic data and metadata will be delivered to the RESTORE Council through its grants management system on a twice-yearly basis for review and approval.

Will project data/metadata use digital object identifiers (DOIs)?:

DOIs will not be used

Observational Data Types

Data type 1:

Measure I. Benthic Habitat Map - Aerial imagery

GIS representation:

Raster – High-resolution digital aerial photography (near-vertical, color-infrared)

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

This project will use existing aerial imagery available from state agencies (both Southwest Florida Water Management District and the Florida Fish and Wildlife Conservation Commission

Duration of collection:

Existing aerial imagery collected from 2007 through 2016

Data storage format:

Digital orthophotographs created from clipped mosaic datasets

Units:

Meters

Data type 2:

Measure I. Benthic Habitat Map – Habitat Composition Maps (Seagrass, Hard Bottom)

Primary Data representation:

Excel database

Units:

Meters

Secondary Data representation:

Geographic information systems tools

GIS representation:

GIS raster files

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One discrete acquisition will occur during year 1

Duration of collection:

One time event to take place over one to two month for all sites.

Data storage format:

shapefiles, geodatabases, and .csv files

Data type 3:

Measure II. Side Scan Sonar and/or 3D Multibeam Bathymetry

Primary Data representation:

Excel database

Units:

Meters

Secondary Data representation:

Sonar maps

GIS representation:

Bathymetric data will be represented by as geospatial data

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One time event for all data types.

Duration of collection:

One time event

Data storage format:

shapefiles and .csv files

Data Type 4:

Measure III. Sediment Analyses

Primary Data representation:

Excel database

Units:

US Standard Sieve Mesh Sizes

Secondary Data representation:

Photographs of each sample core

GIS representation:

Sediment Sample Locations will be represented by as point shapefiles

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One time event for all data types.

Duration of collection:

One time event

Data storage format:

Shapefiles and .csv files

Data Type 5:

Measure IV. Underwater Video Transects and Photos

Primary Data representation:

Excel database

Units:

NA

Secondary Data representation:

Photographs of each sample core

GIS representation:

Locations of sample location shown as point shapefiles.

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One time event.

Duration of collection:

One time event to take place within one month to two months for all sites.

Data storage format:

Relational database and .csv files

Data Type 6:

Measure V. Magnetometer Surveys (TBD)

Primary Data representation:

Magnetometer Recordings – data format TBD

Units:

Units of tesla

GIS representation:

The path and boundary of the magnetometer surveys will be provided as both line and polygon features. The location of any detection of materials will provided as point shapefiles. Depending upon the unit used the coverage will also be provided as a Geotiff

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

GIS POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One time event.

Duration of collection:

One time event to take place over one month to three months for all sites.

Data storage format:

TBD – within a year of award date

Data Type 7:

Measures VI and VIII. Conceptual Design Plans, 60 % Designs Plans, and Final Design Plans

Primary Data representation:

GIS Shapefiles, AutoCAD files, Hard Copies, and pdfs.

Units:

NA

Secondary Data representation:

None

GIS representation:

Design plans will be completed in GIS and will include material lay-out and placement designs, site boundaries, buffers to seagrass and or hard bottom (Measure I), side scan sonar plots (Measure II), sediment sampling locations (Measure III), and transect locations of underwater video and photos (Measure IV).

Projection:

NAD83 UTM zone 17

Horizontal and vertical datum:

UTM, NAD83

GIS POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

No data collection to take place

Duration of collection:

No data collection to take place

Data storage format:

Relational database and .csv files

Data Type 8:

Measure VII. Workshop Documentation

Primary Data representation:

Minutes of Public Meeting as Word Document, pdf scans of comment cards, sign-in sheets, hand-outs, presentations, flip-charts, and map displays.

Units:

NA

Secondary Data representation:

Audio and video files of meeting.

GIS representation:

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One time event.

Duration of collection:

One time event to take place over one day

Data storage format:

Word Documents, pdf, ppt, wmv, mov

Data Type 9:

Measure IX. Compliance Documents - Permitting

Primary Data representation:

Notes from pre-application meetings as word documents, email correspondence as pdf, Permit Applications as pdf, receipts of permit fee invoices as pdfs.

Units:

NA

Secondary Data representation:

None

GIS representation:

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

One time event.

Duration of collection:

No data collected

Data storage format:

Pdf, Word Documents

Data Type 10:

Measure X. Number of Monitoring Plans

Primary Data representation:

Word Document

Units:

NA

Secondary Data representation:

None

GIS representation:

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

NA

Duration of collection:

NA

Data storage format:

Word Document, pdf, and Hard Copy.

Data Type 9:

Measure XI. Number of Sites Monitored

Primary Data representation:

Datasheets, Journals, Excel spreadsheets, and Word Document

Units:

NA

Secondary Data representation:

Photographs and video

GIS representation:

NA

Data POC: Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us Hernando County: Keith Kolasa, (352)-754-5884, keith.kolasa@co.hernando.fl.us

Frequency of collection:

Anticipated to be quarterly for a minimum of one year.

Duration of collection:

Minimum of one year

Data storage format:

Excel Spreadsheets, Word Document, pdf scans of journals and data sheets

ATTACHMENT B

SPECIAL AWARD CONDITIONS

1. Nature of the additional requirements: See below. The only special award conditions imposed pursuant to this subaward are those imposed by the Gulf Coast Ecosystem Restoration Council pursuant to Financial Assistance Award No. GNTSP20FL0110 (Attachment A hereto).

2. Reason why the additional requirements are being imposed:

3. Nature of the action needed to remove the additional requirement (if applicable):

4. Time allowed for completing the actions (if applicable):

5. The method for requesting reconsideration of the additional requirements imposed:

Subrecipient shall abide by the Special Award Conditions attached to Financial Assistance Award No. GNTSP20FL0110 (Attachment A hereto).

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements**: All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act**: If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act**: Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708)**: Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689)**: A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

> Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**: Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.),* prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes**: Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)

3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)

5. Revised ADA Standards for Accessible Design for Construction Awards

   a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)

   b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)

6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)

7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)

8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)

9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"

10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)

2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)

3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")

10. Executive Order 13112 ("Invasive Species")

11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FIRST AMENDMENT TO GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200110141.01 BETWEEN THE GULF CONSORTIUM AND HERNANDO COUNTY

This First Amendment to Gulf Consortium Subrecipient Agreement No. 200110141.01 is entered into by and between the **Gulf Consortium**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the "Consortium"), and **Hernando County,** a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter referred to as "Subrecipient"). Collectively, the Consortium and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, on May 6, 2020, the Parties entered into Gulf Consortium Subrecipient Agreement No. 200110141.01 (the "Subrecipient Agreement"), providing for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0110 to Subrecipient such that Subrecipient may complete State of Florida State Expenditure Plan ("FSEP") FSEP Project No. 14-1, or some portion thereof; and

WHEREAS, Section 27 of the Subrecipient Agreement provides for the Subrecipient Agreement to be amended by mutual agreement of the Parties; and

WHEREAS, the Parties desire to amend the Subrecipient Agreement as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Subrecipient Agreement as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. Paragraph 5 of the Cover Page to the Subrecipient Agreement entitled "Subrecipient Period of Performance" is amended as follows:

Subaward Period of Performance:

Effective Date: May 6, 2020 (Date Executed by both Parties)

Project Completion Date: ~~December 1, 2023~~ December 31, 2024

Budget Period: May 6, 2020 – December 31, 2024

2. Section 3.A. of the Subrecipient Agreement is hereby amended as follows:

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 31, 2024 ~~December 1, 2023~~ (the "Project Completion Date"), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

3. Section 4.A. of the Subrecipient Agreement is hereby amended as follows:

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of **$715,617.00** ~~**$410,791.00**~~ for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

4. Section 11.C. of the Subrecipient Agreement is hereby amended as follows:

C. The Consortium may issue a decision on any audit findings contained within the Subrecipient's audit report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 10 hereof.

~~C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.~~

5. Section 12.C. of the Subrecipient Agreement is hereby amended as follows:

C. Consistent with 2 C.F.R. §200.308(c)(6), unless described in the Award, the subcontracting of any work to be performed in connection with the Project requires prior written approval by the Consortium. All proposed procurement and solicitation documents for the subcontracting of any work to be performed in connection with the Project shall be submitted to the Consortium for review. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

~~C. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the Consortium, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.~~

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed, the day and year last written below.

GULF CONSORTIUM

By: _____

CHRISTOPHER CONSTANCE, CHAIR

Print Name and Title

Date: 1/25/2022

Attest:

By: Janina Stamoulis

Janina Stamoulis

Print Name and Title

HERNANDO COUNTY, FLORIDA

By: _____

Steve Champion, Chairman

Print Name and Title

Date: January 11, 2022

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

Attest:

By: Susan Burns, Deputy Clerk

for Douglas Chorvat Jr., Clerk of Court

Print Name and Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

SECOND AMENDMENT TO GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200110141.01 BETWEEN THE GULF CONSORTIUM AND HERNANDO COUNTY

This Second Amendment to Gulf Consortium Subrecipient Agreement No. 200110141.01 is entered into by and between the **Gulf Consortium**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the "Consortium"), and **Hernando County**, a political subdivision of the State of Florida, whose address is 20 N Main St #460, Brooksville, FL 34601 (hereinafter referred to as "Subrecipient"). Collectively, the Consortium and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, on May 6, 2020, the Parties entered into Gulf Consortium Subrecipient Agreement No. 200110141.01 (the "Subrecipient Agreement"), providing for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0110 (the "Award") to Subrecipient such that Subrecipient may complete State of Florida State Expenditure Plan ("FSEP") FSEP Project No. 14-1, or some portion thereof; and

WHEREAS, Section 27 of the Subrecipient Agreement provides for the Subrecipient Agreement to be amended by mutual agreement of the Parties; and

WHEREAS, the Consortium has received an amendment to the Award extending the period of performance; and

WHEREAS, the Parties desire to amend the Subrecipient Agreement to extend the period of performance consistent with the amendment to the Award, as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Subrecipient Agreement as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. Paragraph 5 of the Cover Page to the Subrecipient Agreement entitled "Subrecipient Period of Performance" is amended as follows:

Subaward Period of Performance:

Effective Date: May 6, 2020 (Date Executed by both Parties)

Project Completion Date: ~~December 31, 2024~~ July 31, 2027

Budget Period: May 6, 2020 – ~~December 31, 2024~~ July 31, 2027

2. Section 3.A. of the Subrecipient Agreement is hereby amended as follows:

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until ~~December 31, 2024~~ July 31, 2027 (the "Project Completion Date"), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

3. Except as expressly amended herein, the terms and conditions of the Subrecipient Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed, the day and year last written below.

GULF CONSORTIUM

By: _____

Christopher G. Constance, Chairman

Print Name and Title

Date: May 22, 2025

Attest:

By: _____

Janina Stamoulis, Exec. Assistant

Print Name and Title

HERNANDO COUNTY, FLORIDA

By: _____

Brian Hawkins

Print Name and Title

Date: 5-13-2025

Attest:

By: _____ for Doug A. Chorvat, Jr., Clerk of Circuit Court + Comptroller

Print Name and Title

SEAL

FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Victoria Anderson

County Attorney's Office

THIRD AMENDMENT TO GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200110141.01 BETWEEN THE GULF CONSORTIUM AND HERNANDO COUNTY

This Third Amendment to Gulf Consortium Subrecipient Agreement No. 200110141.01 is entered into by and between the **Gulf Consortium**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the "Consortium"), and **Hernando County,** a political subdivision of the State of Florida, whose address is 20 N Main St #460, Brooksville, FL 34601 (hereinafter referred to as "Subrecipient"). Collectively, the Consortium and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, on May 6, 2020, the Parties entered into Gulf Consortium Subrecipient Agreement No. 200110141.01 (the "Subrecipient Agreement"), providing for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0110 (the "Award") to Subrecipient such that Subrecipient may complete State of Florida State Expenditure Plan ("FSEP") FSEP Project No. 14-1, or some portion thereof; and

WHEREAS, Section 27 of the Subrecipient Agreement provides for the Subrecipient Agreement to be amended by mutual agreement of the Parties; and

WHEREAS, the Parties desire to amend the Subrecipient Agreement to extend the period of performance consistent with the amendment to the Award, as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Subrecipient Agreement as follows:

(~~stricken~~ words indicate deletions, <u>underlined</u> words indicate additions)

1. The Notice of Award attached hereto as Exhibit "A" (the "Notice of Award") is hereby incorporated into the Subrecipient Agreement by reference and made a material part thereof, including the Special Award Conditions contained therein. Subrecipient shall comply with all Special Award Conditions described in the Notice of Award in performing the Project.

2. Paragraphs 2, 6, 7, and 8 of the Cover Page to the Subrecipient Agreement is amended as follows:

   2. ~~Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): 07-321-2920~~ <u>Subrecipient's UEI Number: MWKBKNTZ9SW7</u>

   * * *

   6. Total Amount of Federal Funds Subject to Award: ~~$778,622.00~~ <u>$2,143,443.93</u>

7. Total Amount of Federal Funds Obligated to the Subrecipient: ~~$715,617.00~~ $2,062,716.93

8. Total Amount of the Federal Award Subject to this Agreement: ~~$715,617.00~~ $2,062,716.93

3. Section 4 of the Subrecipient Agreement is hereby amended as follows:

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of ~~$715,617.00~~ $2,062,716.93 for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at https://www.gulfconsortium.org/grant-resources ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in Attachment C, Supporting Documentation Requirements. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable

it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed, the day and year last written below.

GULF CONSORTIUM	**HERNANDO COUNTY, FLORIDA**
By:_____	By:_____
_____	_____
Print Name and Title	Print Name and Title
Date:_____	Date:_____
Attest:	Attest:
By:_____	By:_____
_____	_____
Print Name and Title	Print Name and Title

FOR THE USE AND RELIANCE OF
HERNANDO COUNTY ONLY APPROVED
AS TO FORM AND LEGAL SUFFICIENCY

By: Natasha López Perez
County Attorney's Office

EXHIBIT A

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
11/07/2025

1a. SUPERSEDES AWARD NOTICE dated 02/24/2025
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
87.052

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. GNTSP20FL0110-01-03
Formerly

5. TYPE OF AWARD
Other

4a. FAIN GNTSP20FL0110

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD	*MM/DD/YYYY*		*MM/DD/YYYY*
From	10/01/2018	**Through**	09/30/2027
7. BUDGET PERIOD	*MM/DD/YYYY*		*MM/DD/YYYY*
From	10/01/2018	**Through**	09/30/2027

8. TITLE OF PROJECT (OR PROGRAM)
14-1: Artificial Reef Program

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component

9a. GRANTEE NAME AND ADDRESS
GULF CONSORTIUM
165 Lincoln Ave
Winter Park, FL 32789-3877

9b. GRANTEE PROJECT DIRECTOR
Ms. Valerie Seidel
165 Lincoln Ave
Winter Park, FL 32789-3877
Phone: [NO PHONE RECORD]

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Christopher Constance
165 Lincoln Avenue
Winter Park, FL 32789-3877
Phone: unknown
An authorized representative electronically signed the award on 11/20/2025

10b. FEDERAL PROJECT OFFICER
Sheri Land
500 Poydras St STE 1117
New Orleans, LA 70130-7305
Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation — II

a.	Salaries and Wages		0.00
b.	Fringe Benefits		0.00
c.	Total Personnel Costs		0.00
d.	Equipment		0.00
e.	Supplies		0.00
f.	Travel		0.00
g.	Construction		0.00
h.	Other		0.00
i.	Contractual		2,143,443.93
j.	TOTAL DIRECT COSTS	→	2,143,443.93
k.	INDIRECT COSTS		0.00
l.	**TOTAL APPROVED BUDGET**		2,143,443.93
m.	Federal Share		2,143,443.93
n.	Non-Federal Share		0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	2,143,443.93
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	778,622.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	1,364,821.93
13. Total Federal Funds Awarded to Date for Project Period	2,143,443.93

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.		d.	
b.		e.	
c.		f.	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ◉ Yes ○ No)

This amendment adds $1,364,821.93 if RESTORE federal funds for the construction and monitoring of approximately 10 artificial reefs in state and federal waters and adds Special Award Conditions SAC #7D Pre-Construction Requirement. All other terms and conditions remain in effect.

AUTHORIZING OFFICIAL:

Lisa Robertson, Supervisory Grants Management Specialist
500 Poydras St STE 1117
New Orleans, LA 70130-7305
Phone: 504-884-7685

Electronically Signed 11/20/2025

17.OBJ CLASS 41.0006	**18a. VENDOR CODE** 079937065	**18b. EIN** 461662290	**19a. UEI** LJCAH459JQ13 **19b. DUNS** 079937065	**20. CONG. DIST.** 10
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. SEP	b. GNTSP20FL0110	c. 6013 NONIN	d. $1,364,821.93	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

Special Award Conditions

1. **Non-Duplicative Use of RESTORE Act Funds**

The Recipient will not seek any compensation for the approved project from any other funding source, includeing without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the award. Final performance and financial reports that summarize the activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

3. Review of Drawdowns (Removed)

4. Updates to the Observational Data Plan

The Recipient will update the Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection, and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient will deliver updated plans to the Council at least annually until all comments are addressed and all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

5. Updates to Data Management Plan (Removed)

6. Observational Data Management and Delivery

a. Data Sharing: All data compiled, collected, or created under this federal award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of

observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.

b. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.

c. Author statement: Data produced under this award and made available to the public must be accompanied by the following statement: “The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

d. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

e. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

f. Final Project Geographic Information System (GIS) files: As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

7. Supplemental Construction And Improvements To Real Property Terms

A. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient or subrecipient, as specified in the award, for the purpose(s) for which the award was made for the estimated useful life. See 2 CFR § 200.316. The estimated useful life of the program or individual project or activity is defined as the period of years that constitutes the expected useful lifespan of the program, project or activity, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits pursuant to award purposes authorized by the RESTORE Act. If the estimated useful life is provided in the recipient’s application, the Grants Office’s issuance of the award represents its concurrence with the recipient’s proposed estimated useful life. The estimated useful life of this project is 50 years.

The recipient's obligation to the Council continues for the estimated useful life. At its discretion, the Council Grants Office may waive the requirements to establish an estimated useful life for an ecosystem restoration project.

The recipient or subrecipient shall not engage in any of the following "Unauthorized Transactions" without the prior written approval of the Council's Grants Officer:

1) Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property;

2) Use project property for purposes other than award purposes; or

3) Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, or OMB Circulars that are incorporated into the terms and conditions of this Award.

Throughout the estimated useful life, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR § 200.1. If the Council determines that an Unauthorized Transaction has occurred, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient repay to the Council the full cash value of the federal interest in the property, computed as the percentage of the fair market value of the property attributable to the Council's funding of the project; such percentage calculated at the time of the funding and such cash value calculated at the time of the Council's exercise of this right (see 2 CFR § 200.1). The Council may also take any other action or remedy that may be legally available. The Council's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

When the estimated useful life of the project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property.

B. Reporting on Real Property Acquired or Improved

In accordance with 2 CFR 200.330, the recipient must complete and submit to the Council a report on the status of all properties acquired or improved, using Form SF-429 "Real Property Status Report" or any equivalent or successor form. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 60 days following the end of the reporting period. The recipient must continue to submit these reports to the Council or a successor agency:

1) Until acquired property is disposed of in accordance with 2 CFR § 200.311(c); or

2) Throughout the estimated useful life of the project and associated improvements.

Reports will be submitted according to the following schedule, unless otherwise indicated in a special award condition:

3) For real property in which the Council retains an interest less than 15 years, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and thereafter every three years.

4) For real property in which the Council retains an interest for 15 years or more, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved

under the award and every five years thereafter.

At the end of the period of performance, the recipient must complete and submit Form SF-429 or any equivalent or successor form to the Grants Office with the final performance and financial reports.

C. Authorized Award Purpose

Recipient will, or will cause subrecipient to, hold and maintain the property/properties or easement(s) as pursuant to Authorized Award Purposes for the duration of the federal interest (as defined at 2 CFR § 200.1) in the property/properties. The Authorized Award Purposes are defined in the approved scope of work for the award stored within the electronic Grants Management System.

Before commencing any construction or other improvements not approved in the award, recipient will, or will cause subrecipient to, ensure that any alterations to or development on the property/properties are consistent with and will advance the Authorized Award Purposes. Existing structures on any property tract may be removed to achieve the Authorized Award Purposes. In all cases, any development on the property/properties, including removal of existing structures, must conform to federal, state, and local ordinances and standards, and shall remain subject to the requirements of any special award conditions.

D. Pre-Construction Requirements

Federal funds for construction costs for any project will not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

1) *Title to real property improved under this award*. In accordance with 2 CFR § 200.311, title to real property improved under this award will vest with the recipient or subrecipient, as specified in the application, and must be used only for authorized award purposes.

a. Before solicitation of bids for construction of a given project, the recipient will furnish the legal description of each tract of project real property, the type of ownership, including but not limited to fee-simple, long-term leasehold, easements and rights-of-way, needed for completion and maintenance of the project and an indication of what project element is to be built thereon.

The recipient shall certify that the recipient and/or subrecipient, if applicable, holds clear title to or otherwise has, as applicable, control of and/or access to all project real property and are not aware of any material restrictions or encumbrances that could interfere with any award purpose. In all cases, the recipient and subrecipient if applicable must disclose any ongoing litigation concerning the project property prior to requesting the release of federal funds for construction.

2) *Engineering and design plans*. The Recipient must provide to the Council Grants Office the cover sheet and such pages as necessary to demonstrate that 100% design and engineering plans and specifications for all construction activities funded under this award have been stamped/signed by a professional engineer currently licensed in accordance with State requirements.

a. For ecosystem restoration projects, or as otherwise directed by the Council Program Office, the recipient must provide a full and complete set of plans and specifications.

b. For projects activities not directly involving restoration of ecological systems (e.g., traditional "brick and mortar" construction, wastewater treatment system renovation), the recipient must provide to the Council Grants Office, at a minimum the cover sheet and such pages as necessary demonstrating that

100% plans and specifications for all construction activities funded under the award are complete and stamped/signed by a qualified, registered professional engineer.

The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the recipient, these responsibilities rest solely with the recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the recipient's rights or remedies in connection with any third party, including any of the recipient's subrecipients or contractors.

3) *Environmental compliance requirements.* The recipient must provide documentation demonstrating that the applicable environmental laws have been addressed prior to the release of construction funding.Accordingly, the recipient must furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all federal, state, and local permits and other documentation of compliance with applicable environmental requirements necessary for construction, completion and operation of the Project. In cases where a permit may be addressed under the construction contract, construction funds may be released with the condition that the recipient provides a copy of that permit to the Council prior to initiation of construction activities subject to that permit. Documentation of submerged lands ownership must also be submitted.

4) *Americans with Disabilities Act (ADA) Compliance*. For any projects where funding will be used to provide, create or facilitate public access to project property, the recipient must furnish evidence satisfactory to the Council Grants Office, that the recipient or subrecipient will be in compliance with ADA requirements related to improvements to be constructed or operated under the project.

5) *Contingency*. If contingency funds are included in the approved award budget in accordance with 2 CFR 200.433, such funds will be described in the Budget Narrative for expenditures related to construction activities. Contingency funds may not be utilized for project scope changes, unforeseen risks or extraordinary events. Federal funds equal to the amount of contingency funds approved will not be released until documentation verifying that proposed contingency expenditures comply with 2 CFR 200.300 and 200.403, are necessary and reasonable for accomplishment of the award scope, and will be verifiable from the recipient's or subrecipient's financial records is submitted by the recipient and accepted in writing by the Grants Office.

6) *Updated construction schedules and cost estimates*. The Recipient must furnish the most recent construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

E. Administration, Operation and Maintenance

The recipient agrees to, or to cause the subrecipient to, administer, operate and maintain any property improved with federal funds for the project's estimated useful life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

1) Strikes or work stoppage;

2) Floods, earthquakes, or other natural disasters;

3) Terrorist acts; and

4) Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

The recipient will provide documentation of the Administration, Operation and Maintenance Plan by close of project.

F. Acquisition of Real Property

Unless specifically described in an award scope of work, the acquisition of real property is not an allowable expense. If acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of an award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

If any property used under the award is acquired during the period of performance, regardless of the source of funding, the Recipient will be required to provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and the Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached), and the price to be paid for the property. If such documentation is not obtainable, e.g., property heirs cannot be located after demonstrated due diligence, the Recipient may request a modification of this requirement from the Grants Officer.

G. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

2) A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3) A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

H. Davis-Bacon Act and Related Acts

As applicable, the recipient and subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C.

§ 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

1) Davis-Bacon Act-related provisions are applicable if a project is classified as a "treatment works" as defined in 33 U.S.C § 1292; or for a construction project regardless of its classification if that project is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

2) The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations (29 CFR part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This Act provides that the recipient, subrecipient, contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

3) Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. 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.

I. Insurance

In accordance with 2 CFR § 200.310, the Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by that entity.

J. Inspection and As-Built Drawings

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the recipient or subrecipient until final approval of construction associated with that contract. The recipient or subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected.

Representatives of the recipient or subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that their representative may participate.

The recipient must provide the Notice of Final Acceptance signed by the recipient or subrecipient, as applicable, and stamped/signed as-built drawings from the project engineer and Council staff must advise of their acceptance prior to the drawdown of the final five percent (5%) of construction contract funds. If required in a special award condition, the electronic copy of the "Notice of Federal Interest" filed in the relevant real property records must also be provided prior to drawdown of these funds.

AWARD ATTACHMENTS

GULF CONSORTIUM GNTSP20FL0110-01-03

1. Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov

☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

☒ PRESIDENTIAL EXECUTIVE ORDER OF JANUARY 21, 2025

1. REFERENCE IS MADE TO THE EXECUTIVE ORDER 14173, 90 FR 8633 (JANUARY 21, 2025) ENTITLED *ENDING ILLEGAL DISCRIMINATION AND RESTORING MERIT-BASED OPPORTUNITY*, AND TO THE AGREEMENT AND CERTIFICATION DOCUMENT DATED AS OF APRIL 21, 2025, MADE BY RECIPIENT IN CONNECTION THEREWITH ("CERTIFICATION").

RECIPIENT CONFIRMS THAT THE CERTIFICATION REMAINS VALID AND IN FULL FORCE AND EFFECT.

2. PURSUANT TO 2 CFR 200.101(B)(1), THIS CONFIRMS THAT THE CERTIFICATION WILL NOT FLOW DOWN OR APPLY TO SUBRECIPIENTS OF THE AWARD.

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

☒ PROJECT NARRATIVE
☒ OBSERVATIONAL DATA PLAN
☒ METRICS

GCERC Internal Financial Codes:
FY26 - CatB 6013 - Cost Pool- GCCSTFL000
CAM 1 - GCCGECONOMYX
CAM 2 - GCCOTHERWSXX
CAM 3 - GCCPOTHEROBJ

FUNDING AUTHORIZATION				
Amount of Financial Assistance	**Amount of Funding Restriction**	**Amount of Funding Added to Award**	**Amount Authorized for ASAP Account**	**Notes**
$2,143,443.93	$1,347,099.93	$1,364,821.93	$796,344	*See Below

*Subrecipient Pre-Construction Requirements (SAC#7D) costs are restricted in the amount of $1,347,099.93 until this SAC is cleared.

REVISED SPECIAL AWARD CONDITIONS

Pre-Construction award conditions have been added. Please see Special Award Conditions and Submission Requirements below.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
Non-Duplicative Use of RESTORE Act Funds	Compliance Requirement
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
Updates to the Observational Data Plan	1) Updated Observational Data Plan (ODP) 2) Observational Data Closeout Report
Observational Data Management and Delivery	ISO-compliant metadata records for all data and derived work products, which must document how each data type and derived work product is available to the public. Final Project Geographic Information System (GIS) files.
Supplemental Construction and Improvement to Real Property	
Reporting on Real Property Acquired or Improved	Form SF-429
Engineering and Design Plans	Cover sheet of E&D plans that are stamped by a professional engineer
Environmental compliance requirements	Documentation of compliance with all environmental laws and regulations applicable to construction, completion and operation of project (e.g. applicable issued permits, ESA consultation documentation) and state/federal ownership of submerged lands
Updated construction schedules and cost estimates	Construction schedule and estimates based on completed E&D plans

Administration, Operation and Maintenance	Submission of Administration, Operation, and Maintenance by close of project.
Inspection and As-built drawings	10-Day Advanced Notice of Final Inspection Signed Notice of Final Acceptance stamped and signed as-built drawings

REVISED REPORTING SCHEDULE		
Report Due	**Reporting Period**	**Report Due Date**
Financial Report	2/4/2020 – 6/30/2020	7/30/2020 (Received)
Financial Report	7/1/2020 – 12/31/2020	1/30/2021 (Received)
Performance Report	2/4/2020 – 12/31/2020	1/30/2021 (Received)
Financial Report	1/1/2021 – 6/30/2021	7/30/2021 (Received)
Financial and Performance Reports	1/1/2021 – 12/31/2021	3/1/2022 (Received)
Financial and Performance Reports	1/1/2022 – 12/31/2022	3/1/2023 (Received)
Financial and Performance Reports	1/1/2023 – 12/31/2023	2/29/2024 (Received)
Financial and Performance Reports	1/1/2024 – 12/31/2024	3/1/2025 (Received)
Financial and Performance Reports	1/1/2025 – 12/31/2025	3/1/2026
Financial and Performance Reports	1/1/2026 – 12/31/2026	3/1/2027
Final Financial and Performance Reports	1/1/2027 – 9/30/2027	1/28/2028

RESOLUTION NO.: 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
3135-33904-3313904	FED GRT-GULF CONS 87.052	106,253.00	1,347,100.00	$1,453,353.00
				0.00
				0.00
				0.00
		$106,253.00	$1,347,100.00	$1,453,353.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
3135-33904-5305263	UNCAPITALIZED IMPROVEMENT	0.00	1,119,600.00	$1,119,600.00
3135-33904-5303101	PROFESSIONAL SERVICES	63,228.00	227,500.00	290,728.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$63,228.00	$1,347,100.00	$1,410,328.00

ADOPTED this __ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

**** Reference: Legistar # 16958/ Mtg Date. 1/29/26**

Office of Management and Budget use only:

Fund Number: 3135 **Department No.** 33904 **Approved by: ED** **Date:** 1/22/26 BR2026-020

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 16936
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of List of Accounts Payable Disbursements for Weeks Ended December 12, 2025, December 19, 2025, December 26, 2025, and January 2, 2026

BRIEF OVERVIEW
Transmittal of List of Accounts Payable Disbursements for weeks ending December 12, 2025, December 19, 2025, December 26, 2025, and January 2, 2026

In addition to the check registers, the total Board of County Commissioners payroll disbursements for payroll checks dated December 16, 2025, and December 30,2025, was $3,623,577.88

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve of the accounts payable disbursement for weeks ending December 12, 2025, December 19, 2025, December 26, 2025, and January 2, 2026.

REVIEW PROCESS

Josh Stringfellow	Escalated	01/15/2026 5:19 PM
Ashley Larramore	Approved	01/21/2026 9:53 AM
Douglas Chorvat - FYI	Notified - FYI	01/21/2026 9:53 AM
Pamela Hare	Approved	01/21/2026 10:17 AM
Heidi Prouse	Approved	01/21/2026 1:13 PM
Toni Brady	Approved	01/21/2026 7:46 PM
Jeffrey Rogers	Approved	01/22/2026 7:15 AM
Colleen Conko	Approved	01/22/2026 8:17 AM

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
289912	12/12/2025	A C SCHULTES OF FLORIDA INC	24-C00563 REL RETANGE	PAYREQ#7R	$52,138.58
289912	12/12/2025	A C SCHULTES OF FLORIDA INC	24-C00563 WISCON WTP	PAYREQ#7R	$63,428.50
289913	12/12/2025	A2B DEVELOPMENT LLC	2026-013B FY22/23 WAS	WASHINGTON C	$37,456.00
289914	12/12/2025	AAA WHITES SEPTIC TANK SERVICE INC	2025-112C FY22/23 WAR	WARNCKE JAME	$3,500.00
289915	12/12/2025	ALAN'S ROOFING INC	2026-020 FY22/23 KOCH	KOCH E	$20,295.00
289916	12/12/2025	AMERICAN STANDARD LANDSCAPING LLC	MOW 10/25	8268	$425.00
289916	12/12/2025	AMERICAN STANDARD LANDSCAPING LLC	MOW 11/25	8269	$425.00
289917	12/12/2025	BIG RED SEPTIC LLC	2026-016 FY22/23 BARI	BARILE MARIA	$1,000.00
289918	12/12/2025	BILL BOWERS A/C AND HEATING INC	2026-009FY2223HARRIST	HARRIS T	$8,590.00
289919	12/12/2025	BILL BOWERS A/C AND HEATING INC	2026-021FY2223RIETVEL	RIETVELD S	$89.00
289920	12/12/2025	CAROLE NEVILLE	04/13/25 CN	25-37715	$111.98
289921	12/12/2025	CENTURYLINK	311272835 11/16-12/15	311272835B6	$71.25
289922	12/12/2025	CHARTER COMMUNICATIONS	248545301 11/21-12/20	248545301C6	$269.99
289923	12/12/2025	CHERYL A TORTOLINI	07/31/21 CT	21-57022	$25.00
289924	12/12/2025	CITRUS COUNTY BOCC	BURN BLD 12/23/25	2026-18	$800.00
289925	12/12/2025	CITRUS COUNTY FIRE RESCUE	03/31/21 GH	21-20714	$60.00
289926	12/12/2025	CITY ELECTRIC SUPPLY CO	LIGHTING FIXTURE MATERIAL	BRV-195584	$746.67
289926	12/12/2025	CITY ELECTRIC SUPPLY CO	LIGHTING FIXTURE MATERIAL	WB1-717381	$141.52
289926	12/12/2025	CITY ELECTRIC SUPPLY CO	LIGHTING FIXTURE MATERIAL	WB1-717517	$172.96
289926	12/12/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-195502	$80.45
289926	12/12/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-197214	$88.63
289927	12/12/2025	DAVIES CLAIMS NORTH AMERICA INC	11/25 BANK STATEMENT	NOV EOM	$36,222.15
289928	12/12/2025	DONALD BOSSE	04/05/25 DB	25-35021	$400.00
289929	12/12/2025	DUKE ENERGY	9100 8194 7542	81947542B6	$534.37
289929	12/12/2025	DUKE ENERGY	9100 8502 2245	85022245B6	$1,122.16
289929	12/12/2025	DUKE ENERGY	9100 8502 2419	85022419B6	$42.82
289929	12/12/2025	DUKE ENERGY	9100 8506 9604	85069604B6	$47.76
289929	12/12/2025	DUKE ENERGY	9100 8507 0962	85070962B6	$425.15
289929	12/12/2025	DUKE ENERGY	9100 8601 4273	86014273B6	$96.18
289929	12/12/2025	DUKE ENERGY	9100 8601 4447	86014447B6	$60.49
289929	12/12/2025	DUKE ENERGY	9100 8605 5321	86055321B6	$88.46
289929	12/12/2025	DUKE ENERGY	9100 8662 7896	86627896B6	$171.67
289929	12/12/2025	DUKE ENERGY	9100 8663 0122	86630122B6	$1,214.49
289929	12/12/2025	DUKE ENERGY	9101 7087 5508	70875508B6	$12.84
289929	12/12/2025	DUKE ENERGY	9101 9063 4636	90634636A6	$1,174.04
289929	12/12/2025	DUKE ENERGY	9101 9063 9144	90639144A6	$169.10
289930	12/12/2025	FIRE-DEX GW LLC	ADVANCED CLEANING COAT &	1-3291	$657.60
289930	12/12/2025	FIRE-DEX GW LLC	ADVANCED INSPECTION COAT	1-3291	$657.60
289930	12/12/2025	FIRE-DEX GW LLC	EACH REPAIRS OF COAT & PA	1-3291	$2,791.30
289931	12/12/2025	FLORIDA CLINICAL PRACTICE ASSOC INC	10/25 FORENSIC EVALS	111725-1	$3,600.00
289932	12/12/2025	HACH COMPANY	MATERIALS, SEWER LAB TEST	14764746	$502.40

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
289933	12/12/2025	HEALTHCARE CORRECTIONS X-RAY LLC	11/25 XRAYS	30394	$2,345.00
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00050-01	AC0005001B6	$962.32
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00083-00	AC0008300B6	$619.71
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00102-00	AC0010200B6	$31.94
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00214-00	AC0021400B6	$392.07
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	BZ00047-00	BZ0004700B6	$15.68
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	C100033-00	C10003300B6	$113.64
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	C101197-00	C10119700B6	$107.91
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	C811961-00	C81196100B6	$37.05
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	FZ00047-01	FZ0004701B6	$489.37
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	HA00005-00	HA0000500B6	$79.25
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	NW00002-00	NW0000200B6	$419.66
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	NW00003-00	NW0000300B6	$1,386.07
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RC00031-00	RC0003100B6	$24.58
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RC00034-00	RC0003400B6	$11.18
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RM01171-01	RM0117101B6	$10.54
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RS00003-00	RS0000300B6	$212.64
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RS00018-00	RS0001800B6	$10.54
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RZ00036-00	RZ0003600B6	$115.36
289934	12/12/2025	HERNANDO COUNTY UTILITIES DEPT	RZ00037-00	RZ0003700B6	$10.54
289935	12/12/2025	IVETTE SUMMERS	REISSUE CK 286118	S813322-19R	$367.86
289936	12/12/2025	JIMMY'S SANITARY SERVICE INC	SUIP-8263 PEBBLE ST	12805	$7,500.00
289937	12/12/2025	JOY HAYES COURT REPORTING LLC	12/2/25 CT REPORTER	145042	$90.00
289938	12/12/2025	JOYCE TURNER	03/28/25 JT	25-32007	$107.12
289939	12/12/2025	KARISSA RODRIGUEZ	REISSUE CK 287901	S911540-08R	$51.31
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	10/1-10/31/25 CPR LE	505014603	$256.87
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	11/1-11/30/25 CPR LE	505482204	$256.87
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	11/1-11/30/25 CPR LE	505483121	$211.76
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	11/1-11/30/25 CPR LE	505485846	$153.46
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	11/1-11/30/25 CPR LE	505488473	$176.09
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	11/1-11/30/25 CPR LE	505488585	$176.09
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	11/1-11/30/25 CPR LE	505512990	$676.74
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	B/W COPIES AT $0.004990 E	505014603	$25.79
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	B/W COPIES AT $0.004990 E	505482204	$23.09
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, BLACK AND WHITE $	505483121	$37.55
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, COPLOR COPIES $0.	505483121	$133.32
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	505488473	$198.80
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	505488585	$64.57
289940	12/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER AND PRINTER SUB-S	505485846	$218.05
289941	12/12/2025	MARION COUNTY BOCC	25/26 STAC/BOMS	5517	$32,912.10
289942	12/12/2025	MARION COUNTY BOCC	SMARSH INV# 313118	INV-313118	$1,401.36
289943	12/12/2025	MATTHEW S ENOS	REISSUE CK 286601	S808639-01R	$209.90

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289944	12/12/2025	NEXTRAN TRUCK CENTERS	LANDFILL,VEH ID#20010	1030-077526	$266,668.36
289944	12/12/2025	NEXTRAN TRUCK CENTERS	RD MNT, VEH ID#20008	1118-054083	$196,526.12
289945	12/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	103016	$1,750.00
289946	12/12/2025	OPTIMUM HEALTHCARE REFUNDS	02/03/25 EV	25-12460	$347.64
289947	12/12/2025	PANORAMIC VETPRO INC	ANNL LIC 11/25-10/26	15784	$1,040.00
289948	12/12/2025	PARESH DESAI	MSTR PLN APP REFUND	34330	$700.80
289949	12/12/2025	PETER INGRASSIA	07/16/25 PI	25-70949	$150.00
289950	12/12/2025	PETER WERNER	02/20/24 PW	24-16658	$94.67
289951	12/12/2025	QUADIENT INC	LEASE, POSTAGE EQUIPMENT,	Q2113397	$214.26
289952	12/12/2025	QUALITY GARAGE DOORS SERVICES LLC	INSTALLATION AND REMOVAL	801	$3,500.00
289952	12/12/2025	QUALITY GARAGE DOORS SERVICES LLC	OPENER COMM MT 50 11 U 14	801	$1,495.00
289952	12/12/2025	QUALITY GARAGE DOORS SERVICES LLC	PERMIT	801	$265.00
289952	12/12/2025	QUALITY GARAGE DOORS SERVICES LLC	REPLACE BAY DOOR (SEE QUO	801	$4,395.00
289953	12/12/2025	QUANTUM PARTNERS LLC	ARTIFICIAL INTELLIGENCE I	1068	$22,500.00
289954	12/12/2025	RICHARD MILUTIN	07/18/25 RM	25-71778	$112.37
289955	12/12/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR MAINT 11/25	430696-X6Z4	$145.00
289955	12/12/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR MAINT 11/25	430755-Q7W8	$750.00
289955	12/12/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR MAINT 11/25	430878-Z5H7	$145.00
289955	12/12/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR MAINT 11/25	431012-G6D2	$145.00
289955	12/12/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR, MAINT 11/25	430959-N5G1	$150.00
289956	12/12/2025	RJH TECHNICAL SERVICES INC	PMP RNT 11/3-12/2/25	14489	$8,500.00
289956	12/12/2025	RJH TECHNICAL SERVICES INC	PMP RNT 12/3-1/2/25	14569	$8,500.00
289957	12/12/2025	RUSSELL GRANT	02/17/25 RG	25-17535	$200.00
289958	12/12/2025	SOUTHERN CROWN HOMES INC	REFUND OF 1486941	1486941	$740.63
289958	12/12/2025	SOUTHERN CROWN HOMES INC	REFUND OF 1504083	1504083	$1,238.03
289959	12/12/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 10/03/25	2465907	$636.00
289959	12/12/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 11/07/25	2488010	$2,980.00
289959	12/12/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 11/07/25	2488015	$1,941.50
289959	12/12/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 11/20/25	2488807	$7,806.00
289960	12/12/2025	TAMPA GENERAL HOSPITAL	ANNUAL FF EXAMS	I010002429	$16,900.00
289960	12/12/2025	TAMPA GENERAL HOSPITAL	NEW HIRE FF EXAMS	I010002429	$24,300.00
289961	12/12/2025	TECO PEOPLES GAS	211010935776	11-17-25	$145.56
289962	12/12/2025	TEXT EM ALL LLC	854758 NOV 25	110398	$129.18
289963	12/12/2025	TGH SPRING HILL/BROOKSVILLE	SALES TAX REFUND	6-26-25	$26,698.58
289964	12/12/2025	THE CREATIVE ARTNEST LLC	MURAL PROJECT	0629	$2,675.00
289965	12/12/2025	TIME TO CLOSE TITLE LLC	2026-022 FY22/23 KNUD	KNUDSON A	$30,000.00
289966	12/12/2025	TOP LINE RECREATION INC	BURKE COASTAL PACKAGE	4420	$3,843.31
289966	12/12/2025	TOP LINE RECREATION INC	FLORIDA ENGINEER SEALED D	4420	$5,375.00
289966	12/12/2025	TOP LINE RECREATION INC	FREIGHT: VALLEY TRANSPORT	4420	$6,707.32

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289966	12/12/2025	TOP LINE RECREATION INC	INSTAALATION OF SHADE SYS	4420	$17,986.66
289966	12/12/2025	TOP LINE RECREATION INC	INSTALLATION OF BURKE #13	4420	$53,390.00
289966	12/12/2025	TOP LINE RECREATION INC	MULCH: 229 CY EWF, BLOWN-	4420	$12,934.15
289966	12/12/2025	TOP LINE RECREATION INC	PERMIT: INCLUDES PERMIT S	4420	$2,439.02
289966	12/12/2025	TOP LINE RECREATION INC	PINE ISLAND PLAYGROUND RE	4420	$116,875.00
289966	12/12/2025	TOP LINE RECREATION INC	RENTAL: EQUIPMENT INCLUDI	4420	$2,865.85
289966	12/12/2025	TOP LINE RECREATION INC	SHADE SYSTEMS CUSTOM SAIL	4420	$27,041.55
289966	12/12/2025	TOP LINE RECREATION INC	SHADE SYSTEMS: FLORIDA EN	4420	$1,218.75
289966	12/12/2025	TOP LINE RECREATION INC	SHADE SYSTEMS: SHIPPING/H	4420	$2,696.34
289967	12/12/2025	TRI COUNTY LOCKSMITH	EMERGENCY LOCKSMITH SERVI	79340	$544.00
289968	12/12/2025	ULTRA HEALTHCARE SERVICES INC	NOV 25 BILLING	36	$235.46
289969	12/12/2025	VESTIS SERVICES LLC	CLOTHING APPAREL & UNIFOR	5630789405	$64.38
289969	12/12/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630789405	$58.34
289969	12/12/2025	VESTIS SERVICES LLC	SOLID WASTE UNIFORM SERVI	5630784225	$59.52
289969	12/12/2025	VESTIS SERVICES LLC	SOLID WASTE UNIFORM SERVI	5630788445	$33.12
289969	12/12/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	563005752	($66.00)
289969	12/12/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630784211	$205.13
289969	12/12/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630788430	$129.99
289969	12/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	563005752	($54.00)
289969	12/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630784211	$167.84
289969	12/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630784212	$20.37
289969	12/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630788430	$106.36
289970	12/12/2025	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9728182172	$548.06
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	10/11-11/10/25 CPR LE	5036235382	$164.78
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	11/11-12/10/25 CPR LE	5036599873	$164.78
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	11/20-12/19/25 CPR LE	5036689315	$125.57
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/3-1/2/26 CPR LE	5036622448	$128.23
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/3-1/2/26 CPR LE	5036622867	$128.23
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/8-1/7/26 CPR LE	5036664244	$139.86
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/9-1/8/25 CPR LE	5036689313	$125.57
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/11-10/10/25 CPR LE	5035865571	$164.78
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/25-10/25 COPIES	5036622448	$45.09
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/25-10/25 COPIES	5036622867	$151.75
289971	12/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	DOCUMENTATION FEE	5035865571	$75.00
289972	12/12/2025	WESCO TURF INC	TORO SAND PRO 5040 - PARK	41314093	$33,364.81
289972	12/12/2025	WESCO TURF INC	TORO SAND PRO 5040 - PARK	41314253	$33,364.81
289973	12/12/2025	WILLIAM BRAHAN	08/21/25 WB	25-83784	$50.00
289974	12/12/2025	WILLIAM LOOMIS	REISSUE CK 288189	441275RR	$7.65
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1307104	1307104B6	$319.43

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		OP			
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832256	11142025P15B	$57.73
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832265	111425P9-13	$41.96
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832269	111425P9-13	$48.08
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832270	111425P9-13	$44.17
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832275	111425P9-13	$49.46
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832287	111425P9-13	$56.84
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832292	11142025P19	$247.86
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832297	11142025P20	$40.16
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832329	11142025P1	$266.64
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832330	111425P9-13	$72.35
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832331	111425P9-13	$48.60
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832332	111425P9-13	$63.91
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832333	111425P9-13	$239.11
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832334	11142025P2	$495.55
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832335	11142025P1	$47.65
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832336	111425P9-13	$50.30
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832337	111425P9-13	$78.05
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832338	111425P9-13	$53.56
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832339	111425P9-13	$73.09
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832340	11142025P1	$62.01
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832363	11142025P1	$49.14
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832364	11142025P1	$63.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832371	111425P9-13	$49.87
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832374	111425P9-13	$152.98
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832375	111425P9-13	$100.65

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289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832376	111425P9-13	$63.38
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832377	111425P9-13	$54.09
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832378	111425P9-13	$81.32
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832379	111425P9-13	$132.31
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832380	111425P9-13	$57.48
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832381	111425P9-13	$67.93
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832383	111425P9-13	$55.78
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832384	111425P9-13	$46.39
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832385	11142025P14	$1,685.87
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832387	111425P9-13	$66.55
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832395	11142025P14	$40,514.87
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832396	11142025P5	$318.25
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832397	11142025P5	$628.21
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832398	11142025P14	$185.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832399	111425P9-13	$46.07
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832400	111425P9-13	$46.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832401	111425P9-13	$85.22
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832402	111425P9-13	$45.76
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832404	111425P9-13	$46.82
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832405	111425P9-13	$56.84
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832406	111425P9-13	$114.14
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832410	111425P9-13	$42.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832416	111425P9-13	$56.63
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832417	111425P9-13	$42.28
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832418	111425P9-13	$50.08
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832421	11142025P14	$144.09

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		OP			
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832423	111425P9-13	$71.62
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832424	111425P9-13	$200.05
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832425	111425P9-13	$41.32
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832428	111425P9-13	$52.83
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832429	111425P9-13	$46.71
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832432	111425P9-13	$48.81
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832433	111425P9-13	$40.58
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832434	111425P9-13	$47.65
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832435	111425P9-13	$41.43
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832436	111425P9-13	$50.30
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832437	111425P9-13	$43.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832438	111425P9-13	$43.44
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832439	111425P9-13	$45.33
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832440	111425P9-13	$42.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832441	111425P9-13	$44.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832442	111425P9-13	$58.31
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832443	111425P9-13	$47.75
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832444	111425P9-13	$42.90
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832445	111425P9-13	$45.01
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832449	111425P9-13	$42.38
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832450	111425P9-13	$46.71
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832451	111425P9-13	$42.17
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832452	111425P9-13	$45.76
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832454	11142025P14	$169.97
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832455	11142025P14	$1,232.96

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289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832456	111425P9-13	$77.31
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832457	111425P9-13	$58.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832458	111425P9-13	$53.56
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832459	111425P9-13	$50.30
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832460	111425P9-13	$45.76
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832461	111425P9-13	$46.71
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832462	111425P9-13	$44.49
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832463	111425P9-13	$41.43
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832464	111425P9-13	$42.80
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832465	111425P9-13	$45.76
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832467	111425P9-13	$43.23
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832473	111425P9-13	$62.53
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832474	11142025P17B	$225.06
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832475	11142025P17B	$178.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832476	11142025P4	$231.51
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832477	11142025P18	$176.51
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832480	111425P9-13	$47.75
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832481	1832481A6	$395.82
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832482	11142025P8	$102.43
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832483	111425P9-13	$53.56
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832484	111425P9-13	$48.81
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832485	11142025P20	$66.55
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832488	111425P9-13	$48.60
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832489	111425P9-13	$60.64
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832490	11142025P14	$1,437.66
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832491	11142025P14	$138.20

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832492	11142025P14	$1,616.27
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832494	11142025P14	$1,482.98
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832504	11142025P15B	$46.29
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832509	11142025P20	$74.79
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832511	111425P9-13	$220.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832512	111425P9-13	$117.83
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832513	111425P9-13	$57.78
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832514	111425P9-13	$55.67
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832515	111425P9-13	$61.69
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832516	111425P9-13	$90.09
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832518	111425P9-13	$197.10
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832520	111425P9-13	$61.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832521	111425P9-13	$62.95
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832525	11142025P20	$42.17
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832530	11142025P15B	$44.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832536	11142025P8	$103.17
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832540	11142025P14	$253.85
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832541	11142025P14	$312.09
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832542	11142025P14	$3,589.31
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832544	11142025P6	$41.32
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832550	11142025P20	$79.74
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832551	11142025P6	$430.23
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832552	11142025P16	$255.99
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832560	111425P9-13	$45.23
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832561	111425P9-13	$78.79

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289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832562	111425P9-13	$93.46
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832564	111425P9-13	$101.69
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832565	111425P9-13	$70.45
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832567	11142025P20	$65.70
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832568	11142025P15B	$563.40
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832572	11142025P15B	$156.78
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832575	11142025P15B	$62.65
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832577	111425P9-13	$127.02
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832582	11142025P15B	$87.91
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832583	111425P9-13	$41.54
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832584	11142025P15B	$61.42
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832587	11142025P14	$281.76
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832589	11142025P20	$72.88
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832590	11142025P15B	$135.25
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832591	111425P9-13	$46.92
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832592	111425P9-13	$45.01
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832598	111425P9-13	$163.64
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832601	111425P9-13	$83.23
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832604	11142025P16	$112.03
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832612	111425P9-13	$101.27
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832613	111425P9-13	$67.60
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832614	111425P9-13	$75.95
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832615	11142025P3	$161.74
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832616	11142025P14	$1,326.82
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832621	11142025P16	$135.15
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832622	11142025P16	$253.35

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832627	11142025P20	$42.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832628	11142025P15B	$132.93
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832630	111425P9-13	$53.99
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832631	111425P9-13	$45.97
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832635	11142025P15B	$50.30
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832637	11142025P14	$415.77
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832639	11142025P20	$71.72
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832644	11142025P15B	$240.58
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832645	11142025P15B	$247.86
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832646	11142025P15B	$168.07
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832649	11142025P14	$143.04
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832652	11142025P6	$52.84
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832655	11142025P20	$68.45
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832662	11142025P14	$6,366.51
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832663	11142025P20	$98.94
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832664	11142025P14	$87.23
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832667	111425P9-13	$132.83
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832668	11142025P5	$315.94
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832669	11142025P5	$313.50
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832671	11142025P5	$566.79
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832676	111425P9-13	$167.33
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832677	111425P9-13	$688.69
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832678	111425P9-13	$76.89
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832680	11142025P20	$74.67
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832681	11142025P20	$80.70

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832682	111425P9-13	$45.87
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832683	111425P9-13	$49.98
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832685	11142025P15B	$239.96
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832687	11142025P4	$48.18
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832690	111425P9-13	$42.80
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832691	111425P9-13	$42.90
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832694	11142025P14	$43.86
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832695	11142025P14	$40.48
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832699	11142025P6	$40.16
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832700	111425P9-13	$52.93
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832704	11142025P17	$74.79
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832706	11142025P6	$46.82
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832707	11142025P6	$48.81
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832712	11142025P16	$129.14
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832717	111425P9-13	$58.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832718	11142025P19	$1,180.78
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832728	11142025P20	$74.89
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832729	11142025P20	$70.25
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832730	11142025P20	$83.86
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832731	11142025P20	$77.11
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832733	11142025P5	$134.73
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832740	111425P9-13	$75.95
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832744	111425P9-13	$45.97
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832746	111425P9-13	$167.01
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832750	111425P9-13	$82.38
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832753	11142025P20	$70.03

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832754	11142025P20	$40.16
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832755	111425P9-13	$67.28
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832756	111425P9-13	$53.89
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832758	11142025P15	$383.89
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832762	111425P9-13	$121.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832768	1832768B6	$105.66
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832774	1832774B6	$81.86
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832776	1832776A6	$42.70
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832778	1832778B6	$61.69
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832786	1832786B6	$455.05
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832790	111425P9-13	$55.36
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832798	1832798B6	$85.45
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832804	1832804B6	$1,286.77
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832807	1832807B6	$63.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832809	1832809B6	$42.90
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832811	1832811B6	$53.15
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832812	111425P9-13	$82.38
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832822	1832822B6	$75.52
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832823	1832823B6	$75.41
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832826	1832826B6	$41.32
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832828	1832828B6	$239.82
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832840	1832840A6	$11,951.36
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832841	1832841B6	$81.74
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832842	1832842B6	$72.88
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832843	1832843B6	$91.14

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289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832845	1832845A6	$73.94
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832848	1832848A6	$72.68
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832850	1832850B6	$63.28
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832853	1832853B6	$99.90
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832859	1832859A6	$71.93
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832868	1832868B6	$277.51
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832869	1832869B6	$82.28
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832874	1832874B6	$483.00
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832875	1832875B6	$689.43
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832876	1832876B6	$764.25
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832878	1832878B6	$6,411.63
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832880	1832880B6	$167.66
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949985	1949985B6	$103.17
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949988	1949988A6	$64.54
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949989	1949989B6	$87.45
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949990	1949990B6	$43.44
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2025073	11142025P7	$107.08
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2036446	2036446A6	$80.58
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2046474	11142025P17	$93.35
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2093445	2093445B6	$40.16
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098284	2098284B6	$259.47
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098297	2098297B6	$42.59
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2099058	2099058B6	$969.39
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2104698	2104698B6	$578.82
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2134152	2134152B6	$133.47
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	2137278	2137278B6	$87.45

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2147885	2147885B6	$98.32
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2179617	2179617B6	$356.66
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2186374	2186374B6	$42.90
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2231882	2231882A6	$192.14
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234712	2234712B6	$97.58
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2235915	2235915B6	$58.31
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2276894	2276894B6	$57.48
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2279232	2279232B6	$221.79
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2284612	2284612B6	$404.48
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290780	2290780B6	$642.89
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2331523	2331523B6	$120.80
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2333914	11142025P7B	$648.63
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2338089	2338089B6	$946.39
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2340483	2340483B6	$89.87
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2350563	2350563B6	$104.12
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2377459	11142025P7B	$192.39
289979	12/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2377683	11142025P7C	$492.68
I121125H	12/11/2025	HC BCC CONCENTRATION	KILIAN WP UPGRD PAY 1	UTY25-052	$469,233.50
I121125H	12/11/2025	HC BCC CONCENTRATION	STS DIS A PHASE 1 PAY 3	UTY25-049	$5,283,153.18
I121125H	12/11/2025	HC BCC CONCENTRATION	TELECOM/CORP FRC MN PAY 8	UTY25-050	$229,457.24
I121125H	12/11/2025	HC BCC CONCENTRATION	US41 FRC MN PAY 10	UTY25-051	$888,956.58
I121225H	12/12/2025	HC BCC CONCENTRATION	FY25 Q3 ENG SVC	ENG25-041	$144.65
I121225H	12/12/2025	HC BCC CONCENTRATION	FY25 Q4 DPW SVC	ENG25-075	$422.75
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884403	$122.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884425	$132.00
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884495	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884496	$76.50

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884497	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884653	$87.00
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884654	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884655	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	884656	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885293	$23.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885295	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885296	$23.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885298	$76.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	885507	$14.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	886686	$14.50
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	886710	$220.00
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	886711	$220.00
V530512	12/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	886994	$1,116.50
V530513	12/12/2025	ADVANCED TIRE SERVICE LLC	TIRES/ALIGNMENTS - PURCHA	5006807	$75.00
V530513	12/12/2025	ADVANCED TIRE SERVICE LLC	TIRES/ALIGNMENTS - PURCHA	5006866	$134.00
V530514	12/12/2025	ALAN JAY FORD LINCOLN MERCURY INC	UTIL ENG, VEH ID# NEW	FSKE73179	$46,986.00
V530515	12/12/2025	ALFRED BENESCH & COMPANY	PROF SV 9/22-11/16/25	343236	$5,341.25
V530516	12/12/2025	AMAZING NATIONAL SERVICES GROUP LLC	MAINTENANCE/MOWING, GROUN	21T002106107	$5,030.00
V530516	12/12/2025	AMAZING NATIONAL SERVICES GROUP LLC	MOWING, GROUND MAINTENANC	21T002106107	$5,100.00
V530517	12/12/2025	B&H FOTO & ELECTRONICS CORP	ORDER# 914446471	239069902	$2,564.54
V530518	12/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	85998375	$31,199.49
V530518	12/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86004476	$155.60
V530518	12/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86004477	$1,723.81
V530519	12/12/2025	BROOKSVILLE FORD	#22211 TRANS REPAIRS	249638	$5,675.00
V530520	12/12/2025	BRW CONTRACTING INC	23-C00489 MSW CELL 4	PAYREQ#9	$2,651,609.93
V530520	12/12/2025	BRW CONTRACTING INC	23-C00489 RETAINAGE	PAYREQ#9	($132,580.49)
V530521	12/12/2025	CAREATC INC	P/EMP/MNTHCHG 12/25	INV-75187	$35,885.77
V530522	12/12/2025	CITY OF BROOKSVILLE	PA/COB LEASE-DEC25	DEC2025	$11,257.15
V530523	12/12/2025	CLIFFS SEPTIC SERVICES INC	2025-119B FY22/23 SMI	SMITH BRAD	$5,265.00
V530523	12/12/2025	CLIFFS SEPTIC SERVICES INC	TLT RENT 11/20-12/17	135065	$118.68
V530523	12/12/2025	CLIFFS SEPTIC SERVICES INC	TLT RENT 11/20-12/17	135066	$118.68
V530524	12/12/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SV 10/1-11/30/25	359717	$5,118.75
V530525	12/12/2025	DESIGNLAB INC	UNIFORMS	283210	$632.00
V530526	12/12/2025	FORVIS MAZARS LLP	2616497 I5 FY 9/30/25	2738860	$30,000.00

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V530527	12/12/2025	GOODWIN BROS CONSTRUCTION INC	23-T00040 COMPANERO P	PAYREQ#1	$274,760.84
V530527	12/12/2025	GOODWIN BROS CONSTRUCTION INC	23-T00040 RETAINAGE	PAYREQ#1	($13,738.04)
V530528	12/12/2025	GORDON B LINK INDUSTRIES INC	ACCT SA04 3203-01	463202	$528.50
V530529	12/12/2025	GRACE DESIGN STUDIOS LLC	PROF SV THRU 10/31/25	25-2243-03	$19,402.80
V530530	12/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	730138	$150.00
V530530	12/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	730140	$50.00
V530530	12/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	733852	$50.00
V530530	12/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	734278	$50.00
V530530	12/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	734281	$150.00
V530530	12/12/2025	HAGAN HOLDING COMPANY	REMOVAL OF USED OIL & PET	733850	$350.00
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7268492	$2,082.50
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7268494	$1,102.50
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7268495	$710.50
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7268928	$490.00
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7268929	$1,960.00
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7269728	$1,470.00
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7269729	$1,470.00
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7269731	$1,960.00
V530531	12/12/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7271082	$918.75
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:302 WKRCMP7380	PAY574P	$53.59
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:306 WKRCMP7403	PAY574P	$292.05
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704	PAY574P	$54,258.03
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:313 WKRCMP8380	PAY574P	$608.81
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:314 WKRCMP8601	PAY574P	$199.59
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:315 WKCMP8810	PAY574P	$15.20
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:316 WKRCMP8810	PAY574P	$656.96
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:318 WKRCMP9015	PAY574P	$1,653.47
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:319 WKRCMP9102	PAY574P	$1,688.41
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:320 WKRCMP9402	PAY574P	$415.58
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:321 WKRCMP9410	PAY574P	$2,362.29
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:323 WKRCMP9403	PAY574P	$2,638.62
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:325 WKRCMP7610	PAY574P	$8.31
V530532	12/12/2025	HC WORKERS COMPENSATION FUND	DED:326 WKRCMP6325	PAY574P	$696.91
V530533	12/12/2025	HDR ENGINEERING INC	PROF SV THRU 11/01/25	1200777544	$1,110.00
V530534	12/12/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES AS NEEDE	49863890	$365.88
V530534	12/12/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES AS NEEDE	49928490	$3,655.53
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 CO ATTY ESCROW	596365	$50.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	593891	$88.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	595846	$44.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	596151	$44.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	597331	$88.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	597647	$44.00

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V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	597676	$35.50
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	598125	$88.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	598219	$44.00
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 HCUD ESCROW	598446	$114.20
V530535	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 CO ATTY ESCROW	599401	$33.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	09/25 COMMISSION	TDT26-01	$5,341.28
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 REGISTRATION	TDT26-01	$375.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	BCC DPST SHB CCC	110120893	$706.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	BCC DPST SHB CCC	112668358	$486.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	BCC DSPT SHB CCC	113009922	$567.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 10.5-11.4	IT26-009	$852.76
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 10/5- 11/04	IT26-010	$10.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 10/5-11/4	IT26-012	$10.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 10/5-11/4	IT26-105	$10.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	MEGAFI UNITS	IT26-001	$15,386.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	SPECTRUM SERVICES	IT26-008	$465.00
V530536	12/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	STARLINK 10/25-11/25	IT26-004	$65.00
V530537	12/12/2025	HERNANDO COUNTY PROPERTY APPRAISER	ESRI LIC FY26 ENV/UT	26-03	$29,397.50
V530537	12/12/2025	HERNANDO COUNTY PROPERTY APPRAISER	ESRI LIC FY26 PLANNIN	26-04	$6,160.00
V530538	12/12/2025	HERNANDO COUNTY SCHOOL DISTRICT	NOV 25 IMPACT FEES	NOVEMBER 25	$451,636.42
V530539	12/12/2025	HIGHWAY SAFETY DEVICES INC	24-CG00864 RETAINAGE	PAYREQ#8	($5,109.41)
V530539	12/12/2025	HIGHWAY SAFETY DEVICES INC	24-CG00864 SH MAR LND	PAYREQ#8	$102,188.18
V530540	12/12/2025	HYDRO-KLEAN LLC	24-TFG00704 HB WW RMC	PAYREQ#3	$84,470.00
V530540	12/12/2025	HYDRO-KLEAN LLC	24-TFG00704 RETAINAGE	PAYREQ#3	($4,223.50)
V530541	12/12/2025	INSOURCE SOFTWARE SOLUTIONS INC	ANNUAL SOFTWARE SUPPORT/M	EST35482	$13,042.81
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 11/16/25	13-33923	$2,482.56
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 11/23/25	13-33946	$3,051.48
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 11/30/25	13-33969	$1,655.04
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	360 WE 11/23/25	13-33948	$1,086.12
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	360 WE 11/30/25	13-33971	$892.17
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	361 WE 11/30/25	13-33970	$682.31
V530542	12/12/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 11/23/25	13-33944	$5,133.82
V530543	12/12/2025	INVOICE CLOUD INC	APR 25 SERVICES	2215-2025-4	$12,068.25
V530543	12/12/2025	INVOICE CLOUD INC	JUN 25 SERVICES	2215-2025-6	$12,619.45
V530543	12/12/2025	INVOICE CLOUD INC	MAR 25 SERVICES	2215-2025-3	$12,331.60
V530543	12/12/2025	INVOICE CLOUD INC	MAY 25 SERVICES	2215-2025-5	$12,624.00
V530544	12/12/2025	JET-VAC EQUIPMENT COMPANY LLC	WWTR, VEH ID# NEW	I0018450	$32,948.68
V530545	12/12/2025	JONES EDMUNDS & ASSOCIATES INC	PROF SVC 10/25	257648	$28,611.10
V530546	12/12/2025	LAWN SPA LLC	MOWING, LOGISTICS BUILDIN	5994	$150.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 11 -	5994	$125.00

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V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 12 -	5994	$125.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 13 -	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 2- 3	5994	$125.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 5 -	5994	$125.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 8 -	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 9 -	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 1- 14	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 14 -	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 3 - 1	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 4 - 5	5994	$100.00
V530546	12/12/2025	LAWN SPA LLC	MOWING, STATION NO. 7 - 2	5994	$125.00
V530547	12/12/2025	LEWIS CONSULTING LLC	12/25 CONSULTING SVC	25-10	$5,000.00
V530548	12/12/2025	LEXISNEXIS RISK DATA MANAGEMENT INC	1723577 11/1-11/30/25	1100230723	$140.00
V530549	12/12/2025	MES SERVICE COMPANY LLC	277-0912-MED-10, BLACK DI	IN2390507	$9,940.00
V530550	12/12/2025	MIDSOUTH INC	24-CG00768 RETAINAGE	PAYREQ#9	($54,667.79)
V530550	12/12/2025	MIDSOUTH INC	24-CG00768 SPT SWR P1	PAYREQ#9	$1,093,355.70
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10061698	$3,941.44
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10061705	$557.00
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10061712	$174.43
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10061775	$200.49
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061544	$500.00
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061641	$535.98
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061690	($50.00)
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061737	($400.00)
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061740	$89.10
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061748	$601.92
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061755	$248.86
V530551	12/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061764	$713.96
V530552	12/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-141967	$24,576.84
V530552	12/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-143089	$9,206.77
V530552	12/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-144963	$15,536.12
V530552	12/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-144964	$7,540.40
V530552	12/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-145127	$1,525.93
V530552	12/12/2025	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-145126	$6,160.79
V530553	12/12/2025	PRISTINE SERVICES LLC	CARPET CLEANING 11/25	25294	$2,940.00
V530553	12/12/2025	PRISTINE SERVICES LLC	JANITORIAL SERVICES FOR:	25292	$2,393.24
V530553	12/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 11/25	25290	$905.72
V530553	12/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 11/25	25291	$1,064.56
V530553	12/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 11/25	25293	$1,042.50
V530553	12/12/2025	PRISTINE SERVICES LLC	NOT SVC 11/17/25	25292	($110.54)
V530553	12/12/2025	PRISTINE SERVICES LLC	NOT SVC 11/4/25	25292	($110.54)

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V530553	12/12/2025	PRISTINE SERVICES LLC	TILE CLEANING 11/25	25295	$2,005.90
V530554	12/12/2025	RAFTELIS FINANCIAL CONSULTANTS INC	PROF SVC 10/25	42807	$2,596.50
V530555	12/12/2025	RATP DEV USA INC	TRANSIT MANAGEMENT AND OP	11OHE25	$343,898.42
V530556	12/12/2025	REDWIRE LLC	MONITORING 12/25	621247	$201.50
V530556	12/12/2025	REDWIRE LLC	MONITORING 12/25	621303	$26.50
V530556	12/12/2025	REDWIRE LLC	W4M110809S SAO 12/25	621250	$16.50
V530557	12/12/2025	RELX INC DBA LEXISNEXIS	42543M6SX 11/1-11/30	3096127950	$426.18
V530558	12/12/2025	REPUBLIC SERVICES OF FLORIDA LP	307620000965 3924095	762003924095	$27.44
V530558	12/12/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014159 3930668	762003930668	$4,609.47
V530558	12/12/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014178 3930669	762003930669	$1,920.62
V530559	12/12/2025	RING POWER CORP	11/28-12/27/25 LEASE	13RC01171209	$23,000.00
V530559	12/12/2025	RING POWER CORP	11/28-12/27/25 MAINT	13RC01171209	$3,830.00
V530560	12/12/2025	ROBERT A BUCKNER	12/15/25-01/14/26	DECEMBER 25	$8,693.46
V530561	12/12/2025	SEGGIE CUSTOM BUILDERS LLC	23-T00040 RETAINAGE	PAYREQ#2	($595.75)
V530561	12/12/2025	SEGGIE CUSTOM BUILDERS LLC	23-T00040 UTIL ADMIN	PAYREQ#2	$11,914.90
V530562	12/12/2025	SHI INTERNATIONAL CORP	VEEAM RNL 11/25-11/26	B20560187	$540.83
V530563	12/12/2025	SOS CARE SOLUTIONS LLC	10/25 MEDICAL DIR SVC	1026	$5,829.16
V530563	12/12/2025	SOS CARE SOLUTIONS LLC	11/25 MEDICAL DIR SVC	1027	$5,829.16
V530564	12/12/2025	SUNRISE CONSULTING GROUP	10/25 CONSULTING SVC	2407	$6,000.00
V530564	12/12/2025	SUNRISE CONSULTING GROUP	11/25 CONSULTING SVC	2457	$6,000.00
V530565	12/12/2025	SUNSHINE STATE ONE CALL OF FL INC	11/25 LINE LOCATES	PSINV1055237	$874.17
V530565	12/12/2025	SUNSHINE STATE ONE CALL OF FL INC	11/25 LINE LOCATES	PSINV1055733	$98.38
V530566	12/12/2025	SUPERIOR ASPHALT INC	ASPHALT CONCRETE TYPE SP-	252001-10	$2,209.90
V530567	12/12/2025	SUTPHEN CORPORATION	FIRE, VEH ID# 18894	HS-8080	$1,486,720.04
V530567	12/12/2025	SUTPHEN CORPORATION	FIRE, VEH ID# NEW	HS-8081	$1,486,720.04
V530567	12/12/2025	SUTPHEN CORPORATION	FIRE, VEH ID#17654	HS-8079	$1,486,720.04
V530568	12/12/2025	TAMPA BAY ASSOC OF CODE ENFORCEMENT	FY26-#3253 MBR RENEWL	BOYMER R	$15.00
V530568	12/12/2025	TAMPA BAY ASSOC OF CODE ENFORCEMENT	FY26-#6049 MBR RENEWL	TEAGUE L	$15.00
V530569	12/12/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-545842	$6,400.00
V530569	12/12/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-545843	$18,200.00
V530569	12/12/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-546416	$2,400.00
V530569	12/12/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-546931	$14,800.00
V530569	12/12/2025	TYLER TECHNOLOGIES INC	TRAVEL	45-545843	$1,014.74
V530570	12/12/2025	VERIZON WIRELESS	421672038-00003 11/23	6129245006	$151.46
V530570	12/12/2025	VERIZON WIRELESS	742194571-00001 11/23	6129295428	$108.21
V530570	12/12/2025	VERIZON WIRELESS	821883073-00006 11/23	6129307448	$276.25
V530571	12/12/2025	WEST FLORIDA AGGREGATES LLC	FDOT LIME ROCK- ROADS	47851	$11,153.28
V530571	12/12/2025	WEST FLORIDA AGGREGATES LLC	FDOT LIME ROCK- ROADS	48061	$6,932.16
V530572	12/12/2025	WEX BANK	12/31/1899	109068778	$641.25

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V530573	12/12/2025	WHETSTONE OIL COMPANY INC	WASTE WATER OPERATIONS FU	390078	$648.63
V530573	12/12/2025	WHETSTONE OIL COMPANY INC	WATER OPERATIONS FUEL - D	390078	$648.62
Summary					**$18,232,043.97**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
289980	12/16/2025	3340 OLEANDER LLC	3340 OLEANDER DR	HB01909-01	$116.04
289981	12/16/2025	A SQUARED BUILDERS	3554 ARROWHEAD AVE	WK00580-00	$61.42
289982	12/16/2025	AGRIGENTUM LLC	8962 MISSISSIPPI RUN	GL01452-02	$77.52
289983	12/16/2025	ALEPPO PROPERTIES LLC	1131 COBBLESTONE DR	S607339-12	$174.83
289984	12/16/2025	ALICE J PITTMAN	12334 FAIRWAY AVE	HI00438-08	$171.84
289985	12/16/2025	ANDRAL SAINTIL	1079 PURPLE FLOWER CT	TR00179-04	$216.16
289986	12/16/2025	ANDREW JACKSON	10452 FORDHAM ST	S803058-05	$51.93
289987	12/16/2025	ANGEL R SOLIS	688 ARGYLL DR	AV01011-01	$167.77
289988	12/16/2025	ANNA L GOEDERT	1023 ALTOONA AVE	S910894-15	$38.76
289989	12/16/2025	ANTOINETTE M NICHOLSON	13042 LAWRENCE ST	S900910-04	$111.14
289990	12/16/2025	ANTONINO PARLAPIANO	1399 WHITEWOOD AVE	S101347-01	$83.30
289991	12/16/2025	APRIL D PETCH	30919 WATER LILY DR	RW00842-05	$155.44
289992	12/16/2025	ASHLYN HERRING	3643 LIGONIER RD	S810777-05	$320.47
289993	12/16/2025	BARBARA M HERRERIA	8330 SPRING HILL DR	S603287-11	$50.06
289994	12/16/2025	BESSIE L ROLLINS	7235 SKY CT	S607245-07	$156.27
289995	12/16/2025	BG REAL ESTATE FL LLC	3467 EVERETT AVE	S912551-02	$6.27
289996	12/16/2025	BOLANLE A SIKIRU ASIFATU	29824 FEDORA CIR	TG00252-01	$122.71
289997	12/16/2025	BRADLEY S LEGGETT	1265 TRELLIS AVE	S604609-13	$59.04
289998	12/16/2025	BRIANNA MAIER	11351 COLLINGSWOOD ST	S811684-09	$88.30
289999	12/16/2025	BRIGHTLAND HOMES OF FLORIDA LLC	5172 DEERFIELD AVE	S814197-00	$47.93
290000	12/16/2025	BRITTANY L JONES	6630 TALBOT CIR	S700059-05	$50.05
290001	12/16/2025	BRUCE A & STACY A BRAMAN	2027 FENTRESS CT	S912811-01	$63.19
290002	12/16/2025	BRYCE R BOND & ALEXIS J WIGGINS	6960 TREEHAVEN DR	S606970-11	$131.60
290003	12/16/2025	BURGESS CIVIL LLC	FOREST OAKS BLVD	XX01772-00	$1,434.15
290004	12/16/2025	CARL L NORTON	13477 AMANDA AVE	S103336-09	$142.60
290005	12/16/2025	CARLOS SIERRA OQUENDO	7429 MEAD DR	S606780-09	$145.83
290006	12/16/2025	CATHERINE SANCZEL & ADRIANNA REESE	4114 JASON RD	S808109-13	$58.43
290007	12/16/2025	CHRISTINE J SCHIPPAN	10425 CHALMER ST	S810213-08	$17.03
290008	12/16/2025	CHRISTOPHER A HOTT	1362 BATTERSEA AVE	S902766-02	$43.82
290009	12/16/2025	CHRISTOPHER HOWARD	7459 CANTERBURY ST	S908905-16	$145.94
290010	12/16/2025	CHRISTOPHER W TOOHEY	10385 SANDTRAP DR	S810940-02	$1,834.36
290011	12/16/2025	CLAYTON J LARKIN	322 SPRING HAVEN LOOP	S104206-28	$240.58
290012	12/16/2025	COLLEEN MORAN	6939 PINEHURST DR	S602850-08	$295.16
290013	12/16/2025	D R HORTON INC	14692 BARLEY GRASS RD	KW00073-00	$119.29
290014	12/16/2025	D R HORTON INC	14678 BARLEY GRASS RD	KW00075-00	$63.83
290015	12/16/2025	D R HORTON INC	14662 BARLEY GRASS RD	KW00077-00	$106.43
290016	12/16/2025	D R HORTON INC	14648 BARLEY GRASS RD	KW00079-00	$163.47
290017	12/16/2025	DANIEL & JULIE KELLY	3357 AGAR AVE	S907622-14	$36.86
290018	12/16/2025	DANIEL L BUCKWALTER	5398 COLCHESTER AVE	S811270-01	$85.70
290019	12/16/2025	DANIEL T ROGERS	14326 STARCROSS ST	BK00564-06	$346.70
290020	12/16/2025	DANIEL Y HOFFMAN	4570 ESSEX LN	S606427-07	$197.47
290021	12/16/2025	DANIELLE C BARROW	1213 SANGER AVE	S804164-02	$1.57

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290022	12/16/2025	DAVE L & JOYCE A POTTER	15031 RIALTO AVE	BK01558-05	$111.94
290023	12/16/2025	DAWN LEONARD	4254 HOFFMAN AVE	S605931-00	$4.15
290024	12/16/2025	DEAN A GABRIELSEN	4521 CHAMBER CT	S906288-08	$9.33
290025	12/16/2025	DENISE A MICCIO	5206 DEERFIELD AVE	S810257-02	$40.58
290026	12/16/2025	DEVON KESSLER	34577 ORCHID PKWY	RM00028-05	$53.27
290027	12/16/2025	DIALYSLEYDA L VILLA	4560 CHAMBER CT	S905181-08	$78.54
290028	12/16/2025	DONALD & HARRIET PELLEY	7507 WESTERN CIRCLE DR	HI01118-02	$2.49
290029	12/16/2025	DONNA M BENNETT	11139 MARQUETTE ST	S908941-17	$48.99
290030	12/16/2025	EARL A JAKEWAY	2089 DANFORTH RD	S805689-02	$89.41
290031	12/16/2025	EDWARD J ONEILL	4085 GULFVIEW DR	HB01087-04	$104.97
290032	12/16/2025	EDWARD R YOUNG JR	15682 STONE HOUSE DR	TR00851-01	$19.19
290033	12/16/2025	EDWIN SANTIAGO GONZALEZ	13441 HUNTERS POINT ST	AV00139-05	$61.67
290034	12/16/2025	EJIN ENTERPRISES LLC	7407 TARRYTOWN DR	S601151-02	$211.48
290035	12/16/2025	ESTATE OF LORRAINE M LOSCALZO	7469 DEARBORN AVE	HI00796-01	$283.22
290036	12/16/2025	ESTHER MENDIA	4104 TOMAHAWK AVE	WK00409-09	$65.41
290037	12/16/2025	EVELYN D GONZALEZ	4432 MARINER BLVD	S900597-02	$761.19
290038	12/16/2025	FARAWAY SG LLC	2009 MEADOW LARK RD	S804208-03	$45.18
290039	12/16/2025	GEORGE T & MARY CONDY	7367 WILLOW BROOK DR	S605326-01	$138.59
290040	12/16/2025	GERALD LANGLEY	10449 AUDIE BROOK DR	S810038-02	$158.05
290041	12/16/2025	GINA L & TRAVIS W DICE	8512 SILVERBELL LOOP	SJ00425-03	$184.10
290042	12/16/2025	GLENDA N LANTES	10186 SLEEPY WILLOW CT	S104364-02	$38.51
290043	12/16/2025	GREENLEE REALTY GROUP	5040 ESSEX LN	S602160-04	$316.33
290044	12/16/2025	GREENLEE REALTY GROUP	5040 ESSEX LN	S602160-04	$39.85
290045	12/16/2025	HABIB RAHMAN	8006 MISSION ST	BK00125-01	$130.50
290046	12/16/2025	HANNAH COLLETT	6374 SUNBIRD LN	S606623-10	$152.62
290047	12/16/2025	HAWKEYE PARTNERS II LLC	7169 HOLIDAY DR	S603043-16	$142.40
290048	12/16/2025	HOMES BY WESTBAY LLC	12815 GENOVESA LOOP	CD00245-00	$236.39
290049	12/16/2025	HOMETRUST HOMES BUILDERS LLC	4101 VALLEY BROOK CT	S608704-00	$108.17
290050	12/16/2025	HP FLORIDA 1 LLC	1458 HATHAWAY AVE	S803722-06	$36.87
290051	12/16/2025	HPA CL2 LLC	5484 ALDERWOOD ST	S603990-02	$41.17
290052	12/16/2025	HUDSON HOMES MANAGEMENT LLC	2169 POMEROY RD	S904202-04	$120.18
290053	12/16/2025	HUDSON HOMES MANAGEMENT LLC	2485 STANTON AVE	S901094-03	$75.75
290054	12/16/2025	HUGHES TOOL SUPPLY	13146 SPRING HILL DR	C906066-01	$62.35
290055	12/16/2025	IH CENTRAL FLORIDA LLC	278 HILLSHIRE PL	AV01151-00	$130.99
290056	12/16/2025	INES A ABANTO	2047 LAVILLA AVE	S804463-06	$34.02
290057	12/16/2025	JACQUAN L TITUS	4475 CADBURY RD	S607290-02	$70.20
290058	12/16/2025	JAMES A LIST	6202 COVEWOOD DR	S902316-05	$517.28
290059	12/16/2025	JAMES C JAMISON JR & SANDRA HALL	9863 DEER ST	S813747-00	$39.19
290060	12/16/2025	JAMIE L MORENO	34930 EMILY DR	TN00103-03	$35.54
290061	12/16/2025	JAN M MCCOY	13504 DUNWOODY DR	SL00768-09	$1.03
290062	12/16/2025	JASON A AMITRANO	528 HOLLYHOCK LN	S100017-09	$0.00
290063	12/16/2025	JASON E PERRY	1729 TRILLIUM BLVD	TR00720-03	$333.03

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290064	12/16/2025	JASON MITCHELL REAL ESTATE	7099 CRESTED ORCHID DR	RW01025-02	$217.52
290065	12/16/2025	JEAN-PIERRE A WRIGHT	7469 POND CIR	S909481-08	$152.19
290066	12/16/2025	JENNIFER A BINEGAR	12364 CONDE DR	HI00346-06	$113.26
290067	12/16/2025	JENNIFER M HOLLAND	7339 CANTERBURY ST	S608634-01	$194.99
290068	12/16/2025	JEREMY ROSA MARRERO	7429 PINEHURST DR	S606491-13	$133.21
290069	12/16/2025	JERRY R LEEDS	30598 SATINLEAF RUN	RW00866-03	$126.65
290070	12/16/2025	JO ANN & ASHANTI M MARTINEZ	3535 PORTILLO RD APT 11	S811568-14	$201.34
290071	12/16/2025	JOAN LYNCH	13426 CANDIA ST	S905754-01	$41.73
290072	12/16/2025	JOESBERTH PICA & ANNAMARIE COLLINS	7080 SPRING HILL DR	S605943-17	$186.99
290073	12/16/2025	JOHN E BROWER	6450 CROWLEY CT	S907027-00	$41.96
290074	12/16/2025	JOHN KOHRONAS	9476 SPRING HILL DR	S812688-01	$20.42
290075	12/16/2025	JOHN T FOSTER	10297 HEMLOCK ST	S809738-08	$94.41
290076	12/16/2025	JOSE R LEON & NANCY MORALES	1139 NODDING SHADE DR	TR00404-01	$77.80
290077	12/16/2025	JOSEPH A SATER	4478 CADBURY RD	S809880-18	$272.48
290078	12/16/2025	JUAN A LORA	7247 POND CIR	S601877-05	$103.52
290079	12/16/2025	JUAN C & LUPE MASDEU	4428 CYNTHIA LN	S602065-05	$123.84
290080	12/16/2025	JULIO HERNANDEZ JR	5019 PLUMOSA ST	RO00011-09	$111.51
290081	12/16/2025	JUSTIN DREW & SAMANTHA MIDDLETON	13436 WHITE PLAINS ST	S904604-04	$27.29
290082	12/16/2025	KACY & DUSTY MENEFEE	3053 STANTON AVE	S905391-16	$26.31
290083	12/16/2025	KAREN MEAD	12340 WOODETTE CT	S102818-10	$90.86
290084	12/16/2025	KAY W PRICE	4036 MONTANO AVE	S905561-02	$76.87
290085	12/16/2025	KAYLA L WALTMAN	9476 SPRING HILL DR	S812688-03	$46.06
290086	12/16/2025	KELLY MACALLISTER	4044 CHESTERFIELD DR	PP00663-06	$59.59
290087	12/16/2025	KENNY A BOCK	4340 HAGERTY CT	S806989-06	$174.27
290088	12/16/2025	KEVIN & ESTHER MCDERMOTT	2372 ROLLING VIEW DR	TB00405-08	$121.16
290089	12/16/2025	KEVIN DOWE	14992 RIALTO AVE	BK02285-01	$235.07
290090	12/16/2025	KRISTOPHER M BAKER	3957 BRAEMERE DR	SL00398-20	$88.41
290091	12/16/2025	KWESI K HECTOR	8102 PAGODA DR	FK00064-04	$60.00
290092	12/16/2025	LARRY G FLETCHER	3240 SPANISH BAYONET DR	HB02202-01	$218.22
290093	12/16/2025	LAUREN THOMPSON	10383 LEAR ST	S814240-01	$7.19
290094	12/16/2025	LAYSA MARIE BRATZKE	10656 HORIZON DR	S806077-02	$40.86
290095	12/16/2025	LENNAR HOMES	365 RAIN LILY AVE	VE00177-00	$5.12
290096	12/16/2025	LEONARD S ROSENBERG	7278 SCOTLAND CIR	RH00588-04	$99.74
290097	12/16/2025	LGI HOMES	15119 FLEETWOOD RD	IA32586-00	$373.77
290098	12/16/2025	LGI HOMES	14187 OAK KNOLL ST	S913293-00	$59.96
290099	12/16/2025	LGI HOMES FLORIDA LLC	10405 TIMBERCREST RD	IA32621-00	$373.77
290100	12/16/2025	LGI HOMES FLORIDA LLC	14187 OAK KNOLL ST	IA32624-00	$641.78
290101	12/16/2025	LGI HOMES FLORIDA LLC	6093 DELTONA BLVD	IA32625-00	$641.78
290102	12/16/2025	LONNIE W HARDER	15423 BURBANK DR	QM00143-07	$78.71
290103	12/16/2025	LORI PATRICIA SLATTER-MOISE	6442 TREEHAVEN DR	S101033-15	$220.54
290104	12/16/2025	LOURDES M SAFANOVA	4215 JASON RD	S809152-01	$123.48
290105	12/16/2025	M I HOMES OF TAMPA LLC	2123 CLARY SAGE DR	IA32687-00	$641.78

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290106	12/16/2025	M/I HOMES OF TAMPA LLC	2385 CLARY SAGE DR	AS00066-00	$107.87
290107	12/16/2025	M/I HOMES OF TAMPA LLC	2240 CLARY SAGE DR	AS00079-00	$72.66
290108	12/16/2025	MAIN STREET RENEWAL LLC	9637 LANGAN ST	S606124-11	$85.24
290109	12/16/2025	MAIN STREET RENEWAL LLC	3173 PARKHILL AVE	S901790-09	$77.90
290110	12/16/2025	MAKAYLA K SMOCK	4347 TARTAN AVE	S102275-14	$273.00
290111	12/16/2025	MARCUS A ANDRIOTTI	4457 BROMLEY AVE	S906312-06	$97.43
290112	12/16/2025	MARIA E CHIONG	4307 DRISTOL AVE	S913077-01	$15.15
290113	12/16/2025	MARIA MEDEIROS	2404 KNOLL DR	S800254-00	$4.13
290114	12/16/2025	MARION C & KENNETH J PIERCE	1215 WATERFALL DR	S101400-02	$455.95
290115	12/16/2025	MARLENE ACOSTA	7336 ACORN CIR	S604850-08	$285.84
290116	12/16/2025	MARONDA HOMES	2182 BOLGER AVE	S910387-02	$51.03
290117	12/16/2025	MARONDA HOMES	14107 OAK KNOLL ST	S913334-00	$6.40
290118	12/16/2025	MARONDA HOMES LLC OF FLORIDA	12515 SHAFTON RD	IA32594-00	$641.78
290119	12/16/2025	MARY L LEFEVRE	10302 CHALMER ST	S807839-11	$282.01
290120	12/16/2025	MARY REVIS	10159 HERNANDO RIDGE RD	TL00479-01	$87.85
290121	12/16/2025	MATTHEW D & ANGELEA M ROLLINS	118 CANBY CIR	S608445-01	$256.58
290122	12/16/2025	MATTHEW P EDDY	4339 MILLWOOD RD	S809826-11	$200.73
290123	12/16/2025	MEDICAL RESOURCES INC	5322 SPRINGWOOD RD	S903307-10	$210.12
290124	12/16/2025	MERCEDES GONZALEZ	13070 HANLEY DR	S901006-02	$20.00
290125	12/16/2025	MERITAGE HOMES OF FL INC	3536 MOSCATO DR	BH00023-00	$140.46
290126	12/16/2025	MERITAGE HOMES OF FL INC	3547 MOSCATO DR	BH00034-00	$157.69
290127	12/16/2025	MERITAGE HOMES OF FL INC	3539 MOSCATO DR	BH00035-00	$149.20
290128	12/16/2025	MERITAGE HOMES OF FLORIDA INC	7510 MIA VINE DR	IA32645-00	$373.77
290129	12/16/2025	MERITAGE HOMES OF FLORIDA INC	7518 MIA VINE DR	IA32646-00	$373.77
290130	12/16/2025	MERITAGE HOMES OF FLORIDA INC	7528 MIA VINE DR	IA32648-00	$122.55
290131	12/16/2025	MHC 96 FORT MYERS FL LLC	6400 OREGON CHICKADEE RD	WV00037-01	$242.93
290132	12/16/2025	MICHAEL A POWERS	3384 DRISTOL AVE	S809779-09	$20.51
290133	12/16/2025	MICHELE L BROWN	2014 TRILLIUM BLVD	TR00781-02	$97.00
290134	12/16/2025	NANNY L MORALES	4581 DELTONA BLVD	S102714-18	$254.73
290135	12/16/2025	NICHOLAS J KIRKOS	4331 CROSSWHITE CT	SL00765-04	$39.77
290136	12/16/2025	NOAH HAMMONDS & JULIANA TRINIDAD	4369 MILLWOOD RD	S802229-16	$223.96
290137	12/16/2025	NRT PROPERTY MANAGEMENT FLORIDA	14358 FINSBURY DR	AV00196-04	$91.46
290138	12/16/2025	NVR INC DBA RYAN HOMES	244 VOLTAIRE DR	PR00106-00	$142.73
290139	12/16/2025	NVR INC DBA RYAN HOMES	224 VOLTAIRE DR	PR00026-00	$127.68
290140	12/16/2025	NVR INC DBA RYAN HOMES	250 VOLTAIRE DR	PR00107-00	$115.18
290141	12/16/2025	NVR INC DBA RYAN HOMES	200 VOLTAIRE DR	PR00108-00	$118.41
290142	12/16/2025	NVR INC DBA RYAN HOMES	284 VOLTAIRE DR	PR00113-00	$16.88
290143	12/16/2025	OAK TREE LANE HOLDINGS LLC	7443 OAK TREE LN	LW00113-10	$59.86
290144	12/16/2025	OHANA LENDING GROUP LLC	1555 NEWHOPE RD	S604787-03	$42.61
290145	12/16/2025	OLLIE M & MCMILLION, DAVID COBURN	12493 FISH COVE DR	S904057-01	$41.79
290146	12/16/2025	OPENDOOR LABS INC	9279 GERONA ST	S802321-01	$34.99
290147	12/16/2025	PATRICIA A ROBERTS	2956 KINGSWOOD CIR	GR00061-08	$211.77

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290148	12/16/2025	PATRICIA ANN HERZOG	5461 COLCHESTER AVE	S101253-01	$15.13
290149	12/16/2025	PAUL A KEEFE	6294 PINE RIDGE DR	EH00008-12	$12.62
290150	12/16/2025	PAULA M CONFORTI	9188 MISSISSIPPI RUN	GL01312-01	$137.57
290151	12/16/2025	PB AND PROPERTIES LLC	5290 GWEN LN	S903357-01	$194.81
290152	12/16/2025	PEDRO F & ELIZABETH ALVAREZ	9390 MISSISSIPPI RUN	GL00479-14	$216.39
290153	12/16/2025	PEDRO H DA COSTA LEITAO	11367 SAGAMORE ST	S904688-03	$48.65
290154	12/16/2025	PETE PLESH	6652 BRAMBLELEAF DR	TP00673-03	$176.03
290155	12/16/2025	PMI TAMPA BAY	2378 CANFIELD DR	S905986-08	$124.80
290156	12/16/2025	PULTE HOME COMPANY LLC	3785 HORNBEAM RD	CD00171-00	$195.47
290157	12/16/2025	PULTE HOME COMPANY LLC	3650 HORNBEAM RD	CD00186-00	$199.99
290158	12/16/2025	PULTE HOME COMPANY LLC	3655 HORNBEAM RD	CD00213-00	$20.08
290159	12/16/2025	PURCHASING FUND 2025-1 LLC	9420 MIDWAY ST	S803314-09	$582.23
290160	12/16/2025	RAMON TORRES	7063 HOLIDAY DR	S600933-14	$188.34
290161	12/16/2025	REINALDINA CARNEIRO	5518 PINEHURST DR	S603923-06	$45.03
290162	12/16/2025	RHONDA L BAILEY	5296 SLATER RD	S806667-04	$28.80
290163	12/16/2025	RICHARD J VITA	4078 OBSIDIAN DR	CD00109-02	$179.42
290164	12/16/2025	RICHARD L GOH	3380 POINSETTIA DR	HB02022-06	$136.01
290165	12/16/2025	ROBERT M BROWN	4318 LANDOVER BLVD	S912458-01	$4.43
290166	12/16/2025	ROBERT WEBSTER	13271 LINDEN DR	S905917-00	$133.83
290167	12/16/2025	ROLLAND MCMASTER	8272 SUGARBUSH DR	TB01112-01	$15.42
290168	12/16/2025	S&T SERVICES OF FLORIDA	16059 BROOKRIDGE BLVD	BK02672-00	$68.89
290169	12/16/2025	SANDRA M & RICHARD L DARNELL	5121 DELACROIX DR	HO00049-04	$172.36
290170	12/16/2025	SANDRALEE OCONNOR	15071 RIALTO AVE	BK00799-14	$201.18
290171	12/16/2025	SANDY BAEZ	4290 CRAIGDARRAGH AVE	BM00709-04	$194.81
290172	12/16/2025	SARAH HENDRICKS & KEEGAN HALL	12052 JADE AVE	S104362-03	$18.01
290173	12/16/2025	SAT MAM	6440 CURTISS LN	S811377-10	$3.94
290174	12/16/2025	SCHUMAN GA LLC	11279 REDGATE ST	S912840-04	$51.15
290175	12/16/2025	SFR ACQUISITIONS 3 LLC	5129 ROBLE AVE	S812520-04	$37.06
290176	12/16/2025	SFR JV 2 2022 2 BORROWER LLC	9241 SANBORN ST	S813512-06	$42.71
290177	12/16/2025	SFR JV-1 2019 -1 BORROWER LLC	13410 MAUREEN AVE	S901589-14	$33.98
290178	12/16/2025	SFR JV-1 2021-1 BORROWER LLC	12547 SHAFTON RD	S813780-07	$57.57
290179	12/16/2025	SOPHIA IMPERIAL	4699 ELWOOD RD	S812849-05	$71.46
290180	12/16/2025	SORELLE RESOURCES LLC	33146 JAMETTE RD	RD00150-16	$53.27
290181	12/16/2025	SOUTHERN VALLEY HOMES LLC	1157 HUNTINGTON AVE	S911649-02	$45.19
290182	12/16/2025	SPRING HILL MOVING & STORAGE	13600 LINDEN DR	C901661-01	$116.95
290183	12/16/2025	STARLIGHT HOMES FL LLC	12122 KELLY ANN LOOP	PN00010-00	$122.57
290184	12/16/2025	STARLIGHT HOMES FL LLC	12150 KELLY ANN LOOP	PN00031-00	$344.70
290185	12/16/2025	STARLIGHT HOMES FL LLC	12160 KELLY ANN LOOP	PN00033-00	$109.53
290186	12/16/2025	STEPHEN G GRISSOM	12624 EDDINGTON RD	S903238-10	$202.59
290187	12/16/2025	STEPHEN P SIMPSON	7251 MC GINNES CT	RH00066-07	$115.64
290188	12/16/2025	STEVEN F BEAVER	11267 PICKFORD ST	S911243-15	$53.77
290189	12/16/2025	STEVEN R JENSEN	1366 HAULOVER AVE	S801080-08	$36.22

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290190	12/16/2025	SUPERIOR ASPHALT INC	FRAMPTON AVE	XX01764-00	$1,614.08
290191	12/16/2025	SUSAN M & RACHEL C BETTENCOURT	4453 LAMSON AVE	S801981-03	$9.17
290192	12/16/2025	TERRY W KILBURN	15449 BURBANK DR	QM00147-02	$126.20
290193	12/16/2025	THANG X PHAM & THI XUAN HIEN HA	926 OLD WINDSOR WAY	AV00770-03	$67.18
290194	12/16/2025	THINH VUU	11373 PARKVIEW ST	S907611-04	$41.06
290195	12/16/2025	TINA CAPLAN	12195 CLUB HOUSE RD	HI00256-04	$31.48
290196	12/16/2025	TONIA L KERR	10304 CHALMER ST	S807503-04	$192.54
290197	12/16/2025	TTD PROPERTY MANAGEMENT LLC	7393 FAIRLANE AVE	HI00729-05	$143.26
290198	12/16/2025	VANESSA W ZUMAETA	4233 DRISTOL AVE	S905204-04	$47.95
290199	12/16/2025	VICTOR L STEPHENS	2413 DUSTIN CIR	S802272-01	$10.34
290200	12/16/2025	VINCENT CALDERELLA	3606 DOW LN	S904841-01	$47.51
290201	12/16/2025	VINCENT CARRANO	1250 SYLVIA AVE	S812419-08	$22.73
290202	12/16/2025	VLADIMIR PUEBLAS RODRIGUEZ	7451 ABINGTON WAY	RH00009-06	$225.88
290203	12/16/2025	WELLINGTON PATIO HOA	11185 HEATHROW AVE	S908136-03	$41.15
290204	12/16/2025	WOODLAND PROPERTY RENTALS LLC	27095 THORNCREST AVE	HL00207-11	$144.06
290205	12/16/2025	YASMYNE TEJEDA & JULIO MARTINEZ	6623 FREEPORT DR	S806873-15	$176.66
290206	12/17/2025	JEFFREY BUTTS	EE 13272 DIRECT DEPOS	13272	$555.28
290207	12/17/2025	MARIA L GONZALEZ	EE 13553 DIRECT DEPOS	13553	$1,098.12
290208	12/19/2025	ASHLEY E LAHR	REISSUE CK 289019	S605011-12R	$93.65
290210	12/19/2025	AT&T MOBILITY	287324856149 11/17	149X11252025	$14,666.97
290211	12/19/2025	AT&T MOBILITY	287322113725 11/17	725X11252025	$9,642.56
290212	12/19/2025	BUCKEYE CLEANING CENTERS	SUPPLIES, JANITORIAL, ORD	90721026	$1,152.34
290213	12/19/2025	CASUALTY ACTUARIAL CONSULTANTS INC	FY25 ACT ANALYSIS RPT	12-8-25	$1,000.00
290214	12/19/2025	CATALIS PAYMENTS LLC	REMITTANCE SERVICES, CONT	INV308364511	$2,638.83
290215	12/19/2025	CENTRISYS CORPORATION	CENTRIFUGE EQUIPMENT LEAS	PSI-37851	$30,000.00
290216	12/19/2025	CHARTER COMMUNICATIONS	166978701 12/1-12/31	166978701C6	$240.00
290217	12/19/2025	CHARTER COMMUNICATIONS	166978901 12/1-12/31	166978901C6	$664.61
290218	12/19/2025	CHARTER COMMUNICATIONS	168735601 12/1-12/31	168735601C6	$869.11
290220	12/19/2025	CITY OF BROOKSVILLE	1021630038-14	1021630038B6	$270.03
290220	12/19/2025	CITY OF BROOKSVILLE	1040640010-11	1040640010B6	$229.09
290220	12/19/2025	CITY OF BROOKSVILLE	1040871000-10	1040871000B6	$4.94
290220	12/19/2025	CITY OF BROOKSVILLE	1050415031-12	1050415031B6	$1,998.88
290220	12/19/2025	CITY OF BROOKSVILLE	1050420000-12	1050420000B6	$147.77
290220	12/19/2025	CITY OF BROOKSVILLE	1050460076-11	1050460076B6	$609.37
290220	12/19/2025	CITY OF BROOKSVILLE	1067491041-11	1067491041B6	$416.21
290220	12/19/2025	CITY OF BROOKSVILLE	1067491100-10	1067491100B6	$4.94
290220	12/19/2025	CITY OF BROOKSVILLE	1110515000-10	1110515000B6	$234.45
290220	12/19/2025	CITY OF BROOKSVILLE	1110521060-12	1110521060B6	$449.00
290220	12/19/2025	CITY OF BROOKSVILLE	1150897500-11	1150897500B6	$4.94
290220	12/19/2025	CITY OF BROOKSVILLE	1150905001-11	1150905001B6	$1,943.74
290220	12/19/2025	CITY OF BROOKSVILLE	1160582000-12	1160582000B6	$0.33
290220	12/19/2025	CITY OF BROOKSVILLE	1180468000-0	1180468000B6	$416.99

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290220	12/19/2025	CITY OF BROOKSVILLE	1181175060-11	1181175060B6	$1,337.18
290220	12/19/2025	CITY OF BROOKSVILLE	1200050040-12	1200050040B6	$46.13
290220	12/19/2025	CITY OF BROOKSVILLE	1223350032-13	1223350032B6	$29.15
290221	12/19/2025	CLEAR CUT LAWN CARE & LANDSCAPING	MOW 11/25	4384	$5,300.00
290222	12/19/2025	DENNIS AND STARR BAILEY	PP IF INTEREST REFUND	601325	$1,167.83
290223	12/19/2025	DENNIS AND STARR BAILEY	IF REF KEY 601325	601325-IF	$4,702.56
290224	12/19/2025	DENNIS AND STARR BAILEY	IF INT REF KEY 619085	619085	$1,167.83
290225	12/19/2025	DENNIS AND STARR BAILEY	IF REFUND KEY 619085	619085-IF	$4,702.56
290227	12/19/2025	DUKE ENERGY	9100 8194 7724	81947724B6	$805.14
290227	12/19/2025	DUKE ENERGY	9100 8506 9307	85069307B6	$46.07
290227	12/19/2025	DUKE ENERGY	9100 8507 0566	85070566B6	$234.13
290227	12/19/2025	DUKE ENERGY	9100 8531 5675	85315675B6	$105.08
290227	12/19/2025	DUKE ENERGY	9100 8531 6030	85316030B6	$162.79
290227	12/19/2025	DUKE ENERGY	9100 8531 6204	85316204B6	$20,001.79
290227	12/19/2025	DUKE ENERGY	9100 8531 6577	85316577B6	$169.63
290227	12/19/2025	DUKE ENERGY	9100 8531 7346	85317346B6	$398.93
290227	12/19/2025	DUKE ENERGY	9100 8531 7908	85317908B6	$140.38
290227	12/19/2025	DUKE ENERGY	9100 8531 8082	85318082B6	$113.62
290227	12/19/2025	DUKE ENERGY	9100 8531 8256	85318256B6	$209.61
290227	12/19/2025	DUKE ENERGY	9100 8552 1603	85521603B6	$118.55
290227	12/19/2025	DUKE ENERGY	9100 8605 5149	86055149B6	$65.77
290227	12/19/2025	DUKE ENERGY	9100 8662 7333	86627333B6	$43.69
290227	12/19/2025	DUKE ENERGY	9100 8662 7515	86627515B6	$66.28
290227	12/19/2025	DUKE ENERGY	9100 8662 7698	86627698B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8662 8079	86628079B6	$69.30
290227	12/19/2025	DUKE ENERGY	9100 8662 8285	86628285B6	$30.82
290227	12/19/2025	DUKE ENERGY	9100 8662 8441	86628441B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8662 8805	86628805B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8662 9004	86629004B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8662 9187	86629187B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8662 9385	86629385B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8663 0312	86630312B6	$51.56
290227	12/19/2025	DUKE ENERGY	9100 8740 0166	87400166B6	$30.80
290227	12/19/2025	DUKE ENERGY	9100 8889 3741	88893741B6	$839.56
290227	12/19/2025	DUKE ENERGY	9100 8898 6860	88986860B6	$24.63
290227	12/19/2025	DUKE ENERGY	9101 2824 9761	28249761B6	$18.33
290227	12/19/2025	DUKE ENERGY	9101 2871 1663	28711663B6	$109.33
290227	12/19/2025	DUKE ENERGY	9101 2873 2866	28732866B6	$65.42
290227	12/19/2025	DUKE ENERGY	9101 2873 4123	28734123B6	$158.35
290227	12/19/2025	DUKE ENERGY	9101 2873 9079	28739079B6	$102.21
290227	12/19/2025	DUKE ENERGY	9101 2873 9251	28739251B6	$55.35
290227	12/19/2025	DUKE ENERGY	9101 4459 6399	44596399B6	$55.90

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290227	12/19/2025	DUKE ENERGY	9101 7729 0870	77290870B6	$19.33
290227	12/19/2025	DUKE ENERGY	9101 8578 5487	85785487B6	$27.26
290228	12/19/2025	FIRE-DEX GW LLC	ADVANCED CLEANING COAT &	1-3317	$575.40
290228	12/19/2025	FIRE-DEX GW LLC	ADVANCED INSPECTION COAT	1-3317	$595.95
290228	12/19/2025	FIRE-DEX GW LLC	EACH REPAIRS OF COAT & PA	1-3317	$3,971.05
290229	12/19/2025	FITFIGHTER INC	ESTIMATED SHIPPING/HANDLI	2425	$850.00
290229	12/19/2025	FITFIGHTER INC	FITFIGHTER 10 LB STEELHOS	2425	$388.50
290229	12/19/2025	FITFIGHTER INC	FITFIGHTER 15 LB STEELHOS	2425	$703.00
290229	12/19/2025	FITFIGHTER INC	FITFIGHTER 25 LB STEELHOS	2425	$851.00
290229	12/19/2025	FITFIGHTER INC	FITFIGHTER 35 LB STEELHOS	2425	$1,517.00
290229	12/19/2025	FITFIGHTER INC	FITFIGHTER 45 LB STEELHOS	2425	$832.50
290229	12/19/2025	FITFIGHTER INC	FITFIGHTER MUTT RACK	2425	$1,476.30
290229	12/19/2025	FITFIGHTER INC	TICAP MEMBERSHIP	2425	$369.26
290230	12/19/2025	FRIENDS OF THE LIBRARY OF HERNANDO	DED:122 LIBRARY	PAY575P	$8.00
290231	12/19/2025	HOME LAND TITLE INC	2026-023FY2223ASSENZA	ASSENZAG	$50,000.00
290232	12/19/2025	HUMANA HEALTH CARE PLANS	03/03/25 AF	25-25478	$152.73
290232	12/19/2025	HUMANA HEALTH CARE PLANS	04/02/23 ES	23-32450	$98.53
290232	12/19/2025	HUMANA HEALTH CARE PLANS	04/20/24 SL	24-40244	$1,103.60
290232	12/19/2025	HUMANA HEALTH CARE PLANS	06/24/24 TP	24-65497	$85.19
290232	12/19/2025	HUMANA HEALTH CARE PLANS	07/29/21 JG	21-56589	$196.78
290233	12/19/2025	INFRASTRUCTURE CONSULTING &	PROF SVC 9/29-11/2/25	242770110	$15,877.97
290234	12/19/2025	IRENE M SCHRIER	REISSUE CK 288336	GL00496-03R	$60.56
290235	12/19/2025	JEAN EILEEN COSTNER	REISSUE CK 289407	S100739-04R	$65.61
290236	12/19/2025	KAMMINGA & ROODVOETS INC	25-C01030 OLD SL RD C	PAYREQ#1	$314,808.85
290236	12/19/2025	KAMMINGA & ROODVOETS INC	25-C01030 RETAINAGE	PAYREQ#1	($15,740.44)
290237	12/19/2025	LEVEL UP RETAIL SERVICES	VETS FITNESS COURT	1399	$33,500.00
290238	12/19/2025	MARION COUNTY BOCC	OCALA 572506-258809	12-8-25	$198.75
290239	12/19/2025	MARION COUNTY BOCC	SHI INV# B20573419	B20573419	$626.74
290240	12/19/2025	MERRITT FUNERAL HOME INC	11/08/25 MS	649401000652	$650.00
290241	12/19/2025	MICHAEL AND BEVERLY FARRO	REFUND ON KEY#152541	152541	$8,896.50
290242	12/19/2025	P&A ADMINISTRATIVE SERVICES INC	11/25 RETIREE FEES	4201885	$896.65
290243	12/19/2025	PINECREST FUNERAL CHAPEL	9/08/25 KS	2251-2025	$650.00
290244	12/19/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR MAINT 11/25	430879-Y2Q9	$145.00
290244	12/19/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	ELEVATOR MAINT 11/25	431013-W9Y9	$150.00
290245	12/19/2025	ROLFE AND LOBELLO PA	DED: ROLFE & LOBELLO	PAY575P	$100.00
290246	12/19/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 09/30/25	2461375	$703.00
290247	12/19/2025	STEPHEN KLAPKA	REISSUE CK 289701	C908072-02R	$71.98
290248	12/19/2025	SUNRISE CONSULTING GROUP	12/25 CONSULTING SVC	2499	$6,000.00
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	03/05/25 JF	25-23438	$102.42
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	03/14/23 CM	23-25626	$94.88

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290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	07/12/24 EK	24-72711	$106.88
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	07/24/24 KG	24-77525	$85.19
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	07/30/24 RH	24-80648	$93.77
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	07/30/24 WT	24-50120	$109.74
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	08/29/24 MH	24-97831	$87.16
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	09/29/23 KM	23-90651	$83.03
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	09/30/24 JM	24-109482	$87.69
290249	12/19/2025	UNITEDHEALTHCARE MEDICARE SOLUTIONS	11/26/24 MM	24-130124	$104.20
290250	12/19/2025	UNITED RENTALS NORTH AMERICA INC	EXCAVATOR	251995159002	$10,500.00
290251	12/19/2025	UNITED WAY OF HERNANDO COUNTY	DED:130 UNITED WAY	PAY575P	$44.00
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630780905	$185.76
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630785129	$182.10
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630785130	$42.84
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630789406	$173.19
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630789407	$42.84
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630793644	$178.67
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630793645	$44.22
290252	12/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5930780906	$42.84
290252	12/19/2025	VESTIS SERVICES LLC	SOLID WASTE UNIFORM SERVI	5630792737	$65.39
290252	12/19/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630792723	$121.33
290252	12/19/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630792723	$99.26
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	10/25-11/25 COPIES	5036805639	$58.31
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	10/25-11/25 COPIES	5036806094	$133.98
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/11-1/10/26 CPR LE	5036737435	$149.17
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/18-1/17/26 CPR LE	5036805639	$118.21
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/18-1/17/26 CPR LE	5036806094	$118.21
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/19-1/18/26 CPR LE	5036815982	$118.21
290253	12/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/25-1/26 COPIES	5036815982	$175.31
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832261	11262025P3	$52.73
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832285	11262025P8	$43.75
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832288	11262025P11	$208.50
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832301	11262025P5-6	$104.22
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832303	11262025P1	$47.45
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832304	11262025P5-6	$45.87
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832306	11262025P11	$1,191.63
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832315	11262025P5-6	$64.54

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832316	11262025P5-6	$54.20
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832318	11262025P5-6	$84.70
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832319	11262025P5-6	$41.32
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832320	11262025P5-6	$58.95
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832323	11262025P5-6	$54.20
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832326	11262025P8	$74.87
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832341	11262025P5-6	$42.59
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832342	11262025P1	$51.98
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832343	11262025P5-6	$160.26
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832344	11262025P1	$88.29
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832345	11262025P5-6	$59.48
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832348	11262025P5-6	$46.49
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832349	11262025P5-6	$64.01
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832352	11262025P5-6	$44.91
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832353	11262025P1	$45.55
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832354	11262025P1	$45.65
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832355	11262025P1	$58.20
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832356	11262025P1	$100.75
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832357	11262025P5-6	$52.19
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832359	11262025P4	$268.65
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832366	11262025P5-6	$41.74
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832370	11262025P12	$100.65
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832392	11262025P5-6	$81.42
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832393	11262025P4	$252.19
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832394	11262025P11	$215.03
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832453	11262025P8	$192.24
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832469	11262025P5-6	$126.07
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832486	11262025P12	$70.45
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832487	11262025P12	$63.70
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832493	11262025P7	$5,244.44
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832497	11262025P12	$82.06
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832502	11262025P3	$40.69
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832526	11262025P11	$9,680.64
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832527	11262025P4	$1,423.82
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832528	11262025P4	$1,248.42
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832531	11262025P4	$1,589.46
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832534	11262025P12	$68.13
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832535	11262025P12	$67.81
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832537	11262025P8	$41.12
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832538	11262025P5-6	$73.20
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832545	11262025P12	$42.80
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832546	11262025P12	$74.26

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290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832548	11262025P12	$78.37
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832555	11262025P5-6	$53.89
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832556	11262025P5-6	$154.04
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832563	11262025P9	$3,606.79
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832569	11262025P2	$98.51
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832570	11262025P8	$120.90
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832576	11262025P5-6	$70.14
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832585	11262025P7	$854.10
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832586	11262025P7	$750.23
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832588	11262025P8	$153.28
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832594	11262025P7	$374.95
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832597	11262025P10	$93.07
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832602	11262025P5-6	$61.07
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832605	11262025P5-6	$156.36
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832606	11262025P5-6	$83.44
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832610	11262025P8	$118.53
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832617	11262025P13	$619.98
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832618	11262025P13	$387.05
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832624	11262025P5-6	$654.81
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832638	11262025P8	$83.33
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832641	11262025P8	$100.21
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832642	11262025P8	$40.16
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832643	11262025P8	$148.02
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832648	11262025P8	$170.82
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832654	11262025P8	$78.79
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832657	11262025P11	$70.03
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832658	11262025P11	$141.05
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832665	11262025P5-6	$153.94
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832670	11262025P11	$2,634.28
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832672	11262025P2	$40.58
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832686	11262025P12	$68.86
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832689	11262025P5-6	$70.97
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832697	11262025P5-6	$42.80
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832698	11262025P5-6	$54.73
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832708	11262025P12	$66.12
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832709	11262025P7	$55.78
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832710	11262025P7	$60.32
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832711	11262025P12	$84.17
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832713	11262025P5-6	$169.88
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832716	11262025P12	$91.56
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832720	11262025P5-6	$210.28
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832722	11262025P12	$66.12

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290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832723	11262025P12	$69.09
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832724	11262025P12	$83.33
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832725	11262025P12	$259.88
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832726	11262025P5-6	$50.08
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832727	11262025P5-6	$40.16
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832734	1832734B6	$55.57
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832738	11262025P12	$66.66
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832745	11262025P5-6	$112.46
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832747	11262025P12	$71.51
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832751	11262025P12	$60.64
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832752	11262025P12	$66.44
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832759	11262025P12	$82.38
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832765	11262025P5-6	$398.99
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832766	11262025P5-6	$58.74
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832769	11262025P11	$1,947.72
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832770	11262025P11	$1,079.61
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832771	11262025P11	$2,038.28
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832772	11262025P11	$1,470.48
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832773	11262025P8	$184.54
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832777	1832777B6	$40.16
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832779	11262025P5-6	$407.33
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832782	11262025P7	$312.46
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832783	11262025P5-6	$159.10
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832791	11262025P5-6	$59.16
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832792	11262025P5-6	$66.44
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832793	1832793B6	$71.51
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832794	1832794B6	$75.10
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832795	1832795B6	$47.45
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832800	11262025P13	$248.58
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832801	1832801B6	$1,058.49
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832805	1832805B6	$111.51
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832806	1832806B6	$40.16
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832824	1832824B6	$77.21
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832836	1832836B6	$67.08
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832837	1832837B6	$69.19
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832838	1832838B6	$21,987.23
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832839	1832839B6	$103.80
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832849	1832849C6	$469.25
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832860	1832860B6	$43.33
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832873	1832873B6	$551.91
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832881	1832881B6	$1,123.93
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949937	1949937B6	$534.18

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290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949939	1949939B6	$90.40
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949942	1949942B6	$72.03
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949943	1949943B6	$50.19
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949944	1949944B6	$44.06
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949945	1949945B6	$67.28
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949946	1949946B6	$60.64
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949951	1949951B6	$55.78
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949960	1949960B6	$227.29
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949961	1949961B6	$211.14
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949965	1949965B6	$73.84
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949968	1949968B6	$97.06
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949972	1949972B6	$318.25
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949975	1949975B6	$99.26
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949984	1949984B6	$71.62
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949987	1949987B6	$6,991.95
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2032796	2032796B6	$335.67
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098286	2098286B6	$184.02
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098289	2098289B6	$69.71
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098291	2098291B6	$63.70
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098293	2098293B6	$217.04
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098294	2098294B6	$53.46
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098299	2098299B6	$68.66
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098300	2098300B6	$69.51
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098302	2098302B6	$92.20
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2101272	2101272B6	$567.85
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2161310	2161310B6	$194.67
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2193919	2193919B6	$97.36
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2222575	2222575B6	$80.37
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2231882	2231882B6	$130.60
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234708	2234708B6	$137.64
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2242791	2242791B6	$62.53
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2249640	2249640B6	$209.55
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2252994	2252994B6	$129.34
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2257394	2257394B6	$83.64
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2257395	2257395B6	$176.20
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2263878	2263878B6	$629.80
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290785	2290785B6	$544.51
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2303098	2303098B6	$125.12
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2369200	2369200B6	$209.02
290257	12/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2369903	2369903B6	$61.07
290258	12/19/2025	WPS TRICARE FOR LIFE	12/24/23 SG	23-117948	$105.74
290259	12/19/2025	WRWSA/STATE BOARD OF	IRRIG EVAL	2025-01-Q306	$31.25

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		ADMINISTRATION			
V530574	12/16/2025	BANK OF AMERICA	BOA PCARD 11/05-12/04	1125VS	$432,786.16
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	880953	$3,700.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	882185	$2,278.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885365	$114.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885492	$174.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885493	$87.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885494	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885497	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	885500	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886678	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886703	$87.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886706	$87.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886714	$86.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886716	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886717	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886958	$113.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886962	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	886963	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887053	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887075	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887076	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887077	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887078	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887079	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887212	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY	887213	$76.50

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			TES		
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887214	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887215	$76.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	887216	$23.50
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	877315	$80.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	887208	$870.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	887547	$87.00
V530576	12/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	887809	$442.00
V530577	12/19/2025	AECOM TECHNICAL SERVICES INC	PROF SV 11/1-11/28/25	2001090647	$379.80
V530578	12/19/2025	ALFRED BENESCH & COMPANY	PROF SVC 11/25	345159	$9,098.14
V530579	12/19/2025	BAYCARE BEHAVIORAL HEALTH INC	MNTL HLTH SVCE DEC 25	DECEMBER25	$43,750.00
V530580	12/19/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86019394	$198.87
V530580	12/19/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86019395	$42,016.04
V530580	12/19/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86021291	$560.28
V530580	12/19/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86021292	$321.00
V530581	12/19/2025	BRW CONTRACTING INC	23-C00489 MSW CELL 4	PAYREQ#10	$974,456.95
V530581	12/19/2025	BRW CONTRACTING INC	23-C00489 RETAINAGE	PAYREQ#10	($48,722.85)
V530582	12/19/2025	BURGESS & NIPLE INC	PROF SVC 11/25	1221879	$30,685.50
V530583	12/19/2025	CHANNEL INNOVATIONS CORPORATION	MAINTENANCE, SEMI-ANNUAL	INV-CI3-822	$1,300.00
V530583	12/19/2025	CHANNEL INNOVATIONS CORPORATION	REPAIRS NOT COVERED UNDER	INV-CI3-824	$573.16
V530584	12/19/2025	CHECKR INC	EMPLOYEE SCREENING	2200616	$7,849.78
V530585	12/19/2025	CITY OF BROOKSVILLE	1/26 LEASE	TDC-2026-4	$1.00
V530585	12/19/2025	CITY OF BROOKSVILLE	1/26 UTILITIES	TDC-2026-4	$300.00
V530585	12/19/2025	CITY OF BROOKSVILLE	10/25 LEASE	TDC-2026-1	$1.00
V530585	12/19/2025	CITY OF BROOKSVILLE	10/25 UTILITIES	TDC-2026-1	$300.00
V530585	12/19/2025	CITY OF BROOKSVILLE	11/25 LEASE	TDC-2026-2	$1.00
V530585	12/19/2025	CITY OF BROOKSVILLE	11/25 UTILITES	TDC-2026-2	$300.00
V530585	12/19/2025	CITY OF BROOKSVILLE	12/25 LEASE	TDC-2026-3	$1.00
V530585	12/19/2025	CITY OF BROOKSVILLE	12/25 UTILITIES	TDC-2026-3	$300.00
V530586	12/19/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SV 10/1-11/30/25	359741	$606.73
V530586	12/19/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC 11/25	359694	$9,464.90
V530587	12/19/2025	DESIGNLAB INC	UNIFORMS	282516	$931.34
V530588	12/19/2025	FISERV	11/25 PROCESS CHARGES	92402338	$211.58
V530589	12/19/2025	HARTFORD LIFE AND ACCIDENT INS CO	008682590001 11/25	486205767530	$39,822.56
V530590	12/19/2025	HARTFORD LIFE AND ACCIDENT INS CO	00868259002 11/25	586205808203	$52,343.60
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:302 WKRCMP7380	PAY575P	$53.59
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:303 WKRCMP5509	PAY575P	$5,816.61
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:304 WKRCMP6836	PAY575P	$226.71
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:306 WKRCMP7403	PAY575P	$218.66
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:308 WRKCMP7520	PAY575P	$2,159.04

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V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:309 WKRCMP7580	PAY575P	$1,498.19
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704	PAY575P	$45,708.39
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:313 WKRCMP8380	PAY575P	$581.79
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:314 WKRCMP8601	PAY575P	$171.42
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:315 WKCMP8810	PAY575P	$15.20
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:316 WKRCMP8810	PAY575P	$566.86
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:318 WKRCMP9015	PAY575P	$1,492.75
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:319 WKRCMP9102	PAY575P	$1,522.25
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:320 WKRCMP9402	PAY575P	$414.83
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:321 WKRCMP9410	PAY575P	$2,025.06
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:323 WKRCMP9403	PAY575P	$2,674.25
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:325 WKRCMP7610	PAY575P	$8.35
V530591	12/19/2025	HC WORKERS COMPENSATION FUND	DED:326 WKRCMP6325	PAY575P	$701.98
V530592	12/19/2025	HDR CONSTRUCTION CONTROL CORP	CEI INSPECTOR (75 DAYS, 8	1240029384	$4,278.00
V530593	12/19/2025	HDR ENGINEERING INC	PROF SVC THRU 11/1/25	1200777717	$1,954.15
V530594	12/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES AS NEEDE	50061029	$757.30
V530594	12/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES AS NEEDE	50449452	$2,497.68
V530595	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 HCUD ESCROW	598980	$44.00
V530595	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 HCUD ESCROW	599410	$18.50
V530595	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 HCUD ESCROW	600958	$44.00
V530595	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 HCUD ESCROW	601328	$112.00
V530595	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 HCUD ESCROW	601563	$44.00
V530595	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 HCUD ESCROW	601987	$18.50
V530596	12/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	ARCHIVE SOCIAL 25/26	IT26-003	$21,777.07
V530597	12/19/2025	HERNANDO COUNTY HEALTH DEPARTMENT	CNTRD SRVS DEC 25	DEC25	$64,523.33
V530597	12/19/2025	HERNANDO COUNTY HEALTH DEPARTMENT	RABIES PRGM DEC 25	DEC25	$4,060.00
V530598	12/19/2025	HERNANDO COUNTY PROFESSIONAL	DED:172 FF INS	PAY575P	$260.17
V530598	12/19/2025	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES	PAY575P	$7,590.00
V530598	12/19/2025	HERNANDO COUNTY PROFESSIONAL	DED:180 CHARITY	PAY575P	$7.00
V530599	12/19/2025	INTEGRITY RESOURCES STAFFING INC	361 WE 12/07/25	13-33994	$874.75
V530599	12/19/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 11/16/25	13-33921	$4,117.91
V530599	12/19/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 11/30/25	13-33967	$1,993.04
V530599	12/19/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 12/07/25	13-33991	$4,179.95
V530600	12/19/2025	INVOICE CLOUD INC	NOV 25 SERVICES	2215-2025-11	$11,689.00
V530601	12/19/2025	KIMLEY-HORN AND ASSOCIATES INC	PROF SV THRU 10/31/25	488320061025	$29,202.50
V530601	12/19/2025	KIMLEY-HORN AND ASSOCIATES INC	PROF SV THRU 11/30/25	34274339	$18,445.58
V530602	12/19/2025	LAWRENCE E FIELDS	4337-148-R REIM 12	21028-8A	$7,500.00
V530602	12/19/2025	LAWRENCE E FIELDS	4337-148-R REIMB 11	21028-6A&7B	$18,750.00
V530602	12/19/2025	LAWRENCE E FIELDS	4337-148-R REIMB 13	21028-6B	$7,500.00
V530602	12/19/2025	LAWRENCE E FIELDS	4337-148-R REIMB 14	21028-7B&11B	$15,000.00
V530602	12/19/2025	LAWRENCE E FIELDS	4337-148-R REIMB 15	21028-8C	$3,750.00

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V530602	12/19/2025	LAWRENCE E FIELDS	4337-148-R REIMB 16	R21028-10	$15,000.00
V530603	12/19/2025	LIFE INS COMPANY OF THE SOUTHWEST	DED:127 LSW - PRE	PAY575P	$698.50
V530603	12/19/2025	LIFE INS COMPANY OF THE SOUTHWEST	DED:128 LSW-POST	PAY575P	$50.00
V530604	12/19/2025	MAIN STREET MOWER INC	DINGO BACKHOE ATTACHMENT	1379476	$8,643.33
V530605	12/19/2025	MIDSOUTH INC	24-CG00752 ARPT FM EX	PAYREQ#10	$53,582.00
V530605	12/19/2025	MIDSOUTH INC	24-CG00752 RETAINAGE	PAYREQ#10	($2,679.10)
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061813	$29.70
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061815	$116.98
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061821	$123.32
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061824	$47.16
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061831	$1,025.08
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061842	$152.11
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061865	$129.06
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061866	$628.17
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061867	($100.00)
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061877	$288.52
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061907	$197.65
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061912	$1,229.20
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061913	$170.68
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061914	$290.00
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061915	$341.36
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061916	$512.04
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061917	$341.36
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061930	$3,434.36
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061933	$1,705.96
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061937	$200.90
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061946	($300.00)
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061966	$30.70
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061971	$713.96
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061973	$288.52
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061979	$1,427.92
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10061997	$40.70
V530607	12/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062006	($50.00)
V530608	12/19/2025	MODERN MAIL & PRINT SOLUTIONS INC	POSTAGE	1A30120	$1,028.12
V530608	12/19/2025	MODERN MAIL & PRINT SOLUTIONS INC	POSTCARD/MAIL PROCESS	1A30120	$2,380.56
V530609	12/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6809	$411.40
V530609	12/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6820	$609.40
V530609	12/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6835	$304.70
V530609	12/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6837	$304.70
V530609	12/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6838	$304.70
V530610	12/19/2025	REDWIRE LLC	MONITORING 12/25	621313	$52.50

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V530610	12/19/2025	REDWIRE LLC	MONITORING 12/25	621314	$62.50
V530610	12/19/2025	REDWIRE LLC	MONITORING 12/25	621315	$62.50
V530610	12/19/2025	REDWIRE LLC	MONITORING 12/25	621316	$62.50
V530611	12/19/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014154 3930667	762003930667	$768.25
V530611	12/19/2025	REPUBLIC SERVICES OF FLORIDA LP	307629762999 3931268	762003931268	$710,277.35
V530612	12/19/2025	ROBERT WHITMORE FUND	DED:120 WHITMORE	PAY575P	$316.57
V530613	12/19/2025	SEGGIE CUSTOM BUILDERS LLC	23-T00040 L HAMLTN RE	PAYREQ#1	$40,411.00
V530613	12/19/2025	SEGGIE CUSTOM BUILDERS LLC	23-T00040 RETAINAGE	PAYREQ#1	($2,020.55)
V530614	12/19/2025	SUMMIT FIRE & SECURITY LLC	QUARTERLY INSPECTION, TES	3616452	$115.00
V530614	12/19/2025	SUMMIT FIRE & SECURITY LLC	QUARTERLY INSPECTION, TES	3616516	$115.00
V530614	12/19/2025	SUMMIT FIRE & SECURITY LLC	QUARTERLY INSPECTION, TES	3676839	$201.25
V530614	12/19/2025	SUMMIT FIRE & SECURITY LLC	QUARTERLY INSPECTION, TES	3676890	$115.00
V530614	12/19/2025	SUMMIT FIRE & SECURITY LLC	QUARTERLY INSPECTION, TES	3676892	$115.00
V530614	12/19/2025	SUMMIT FIRE & SECURITY LLC	QUARTERLY INSPECTION, TES	3676908	$115.00
V530615	12/19/2025	SUNCOAST URGENT CARE CENTER	EMPLOYEE SCREENING	41684	$629.00
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	15-DAY COMPLETION MOWING	6691	$4,500.00
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	30-DAY COMPLETION MOWING	6690	$22,000.00
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6677812	$103.00
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6689	$103.00
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6677812	$257.50
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6689	$257.50
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6677812	$180.25
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6689	$180.25
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6677812	$603.89
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6689	$603.89
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6677812	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6689	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6677812	$252.33
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6689	$252.33
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6677812	$503.60
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6689	$503.60
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6677812	$150.98
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6689	$150.98
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6677812	$150.98
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6689	$150.98
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6677812	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6689	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6677812	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6689	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6677812	$201.65

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6689	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6677812	$878.72
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6689	$878.72
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6677812	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6689	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6677812	$252.33
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6689	$252.33
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6677812	$252.33
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6689	$252.33
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6677812	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6689	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6677812	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6689	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6677812	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6689	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6677812	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6689	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6677812	$352.62
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6689	$352.62
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6677812	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6689	$101.35
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6677812	$201.65
V530616	12/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6689	$201.65
V530617	12/19/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-547433	$4,800.00
V530617	12/19/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-547434	$19,200.00
V530618	12/19/2025	US WATER SERVICES CORPORATION	LIFT STATION PUMP	SI125505	$15,419.20
V530618	12/19/2025	US WATER SERVICES CORPORATION	PUMPS, ACCESSORIES,SEWER	SI132084	$828.52
V530619	12/19/2025	VERIZON WIRELESS	322243115-00001 12/1	6129852707	$1,876.24
V530619	12/19/2025	VERIZON WIRELESS	942196943-00001 12/1	6129967719	$183.11
V530619	12/19/2025	VERIZON WIRELESS	942322806-00001 11/23	6129327768	$5,230.15
V530620	12/19/2025	WEST FLORIDA AGGREGATES LLC	FDOT LIME ROCK- ROADS	48227	$14,375.28
Summary					**$3,528,214.04**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290260	12/26/2025	AETNA	04/11/25 JW	25-36982	$10.00
290260	12/26/2025	AETNA	09/21/24 AD	24-106520	$557.45
290260	12/26/2025	AETNA	10/18/23 PC	23-96486	$84.77
290260	12/26/2025	AETNA	11/10/23 LV	23-105758	$408.99
290261	12/26/2025	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE- 5 TONS PROV	147501	$465.75
290262	12/26/2025	AIR SOURCE COOLING AND HEATING LLC	REFUND PERMIT#1514803	1514803	$97.44
290263	12/26/2025	AJAX PAVING INDUSTRIES OF FLORIDA	21-CG0065 BKV RUNWAY	PAYREQ#11	$240,334.69
290263	12/26/2025	AJAX PAVING INDUSTRIES OF FLORIDA	21-CG0065 REL RETANGE	PAYREQ#11	$91,412.25
290264	12/26/2025	ALTEC INDUSTRIES INC	TRAFFIC, VEH ID# NEW	26016613	$171,128.00
290265	12/26/2025	BANK OF AMERICA	ANALYSIS FEE 10/25	25100011186	$783.72
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03345540738886 10/25	REMI1712045	$19.42
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03345540740882 10/25	REMI1711925	$18.84
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03345540741880 10/25	REMI1711926	$27.22
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03345540742888 10/25	REMI1711927	$7.91
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03345566917885 10/25	REMI1711935	$182.35
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03372370780887 10/25	REMI1712003	$2.93
290266	12/26/2025	BANK OF AMERICA MERCHANT SERVICES	03372411664884 10/25	REMI1712005	$34,367.52
290267	12/26/2025	BETTY HOPKINS	06/19/25 BH	25-61722	$0.00
290268	12/26/2025	BILL BOWERS A/C AND HEATING INC	2026-021B FY22/23 RIE	RIETVELD S	$8,742.00
290269	12/26/2025	BROOKSVILLE MAIN STREET	11/25 JANITORIAL SVCE	24-955	$130.00
290269	12/26/2025	BROOKSVILLE MAIN STREET	12/25 JANITORIAL SVC	24-954	$130.00
290270	12/26/2025	CAYLA R SIROIS	REISSUE CK 289166	S606157-16R	$274.18
290271	12/26/2025	CENTRALSQUARE TECHNOLOGIES LLC	LUCITY 811 INTEGRATION	452098	$180.00
290272	12/26/2025	CHARLIES PLUMBING INC	PLUMBING REPAIRS AS NEEDE	155475	$2,720.86
290273	12/26/2025	CHARTER COMMUNICATIONS	096643101 11/1-11/30	96643101B6	$182.13
290274	12/26/2025	CHARTER COMMUNICATIONS	96643101 12/1-12/31	96643101C6	$182.13
290275	12/26/2025	CIGNA	02/04/25 AR	25-12557	$271.92
290276	12/26/2025	CLARICE GIBBS	06/22/25 CG	25-62734	$12.80
290277	12/26/2025	COMMERCIAL DESIGN SERVICES INC	HIWRA - IGN 2.0 MID-BACK	18487	$7,099.20
290277	12/26/2025	COMMERCIAL DESIGN SERVICES INC	INSIDE DELIVERY CHARGE	18487	$640.00
290278	12/26/2025	DAVID RILEY	RMB-PLUMBING REPAIR	186-430839	$400.00
290279	12/26/2025	DB CIVIL CONSTRUCTION LLC	24-CG00548 AS CB INT	PAYREQ#2	$382,101.91
290279	12/26/2025	DB CIVIL CONSTRUCTION LLC	24-CG00548 RETAINAGE	PAYREQ#2	($19,105.10)
290280	12/26/2025	DEBORAH HOLM	REIMBURSE PLUMBING	41287	$293.00
290281	12/26/2025	DOYLE MCCLUNG	SECURITY REIMBURSEMEN	BKVAP-2604	$400.00
290285	12/26/2025	DUKE ENERGY	9100 8194 7336	81947336B6	$1,807.28
290285	12/26/2025	DUKE ENERGY	9100 8502 2138	85022138B6	$19,445.06
290285	12/26/2025	DUKE ENERGY	9100 8502 2568	85022568B6	$179.51
290285	12/26/2025	DUKE ENERGY	9100 8502 2683	85022683B6	$61.43
290285	12/26/2025	DUKE ENERGY	9100 8502 2865	85022865B6	$30.80
290285	12/26/2025	DUKE ENERGY	9100 8506 7008	85067008B6	$599.61
290285	12/26/2025	DUKE ENERGY	9100 8506 7321	85067321B6	$6,282.87

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290285	12/26/2025	DUKE ENERGY	9100 8506 7793	85067793B6	$238.54
290285	12/26/2025	DUKE ENERGY	9100 8506 7925	85067925B6	$53.71
290285	12/26/2025	DUKE ENERGY	9100 8506 8075	85068075B6	$991.17
290285	12/26/2025	DUKE ENERGY	9100 8506 8249	85068249B6	$1,505.00
290285	12/26/2025	DUKE ENERGY	9100 8506 8364	85068364B6	$680.07
290285	12/26/2025	DUKE ENERGY	9100 8506 8520	85068520B6	$94.22
290285	12/26/2025	DUKE ENERGY	9100 8506 8687	85068687B6	$951.00
290285	12/26/2025	DUKE ENERGY	9100 8506 8835	85068835B6	$84.18
290285	12/26/2025	DUKE ENERGY	9100 8506 8942	85068942B6	$103.64
290285	12/26/2025	DUKE ENERGY	9100 8506 9753	85069753B6	$32.48
290285	12/26/2025	DUKE ENERGY	9100 8507 0102	85070102B6	$42.90
290285	12/26/2025	DUKE ENERGY	9100 8507 0417	85070417B6	$30.80
290285	12/26/2025	DUKE ENERGY	9100 8507 0798	85070798B6	$2,808.83
290285	12/26/2025	DUKE ENERGY	9100 8511 1104	85111104B6	$100.58
290285	12/26/2025	DUKE ENERGY	9100 8511 1261	85111261B6	$30.80
290285	12/26/2025	DUKE ENERGY	9100 8511 1419	85111419B6	$30.80
290285	12/26/2025	DUKE ENERGY	9100 8511 1758	85111758B6	$408.60
290285	12/26/2025	DUKE ENERGY	9100 8511 2064	85112064B6	$573.04
290285	12/26/2025	DUKE ENERGY	9100 8511 2197	85112197B6	$67.95
290285	12/26/2025	DUKE ENERGY	9100 8511 2353	85112353B6	$45.23
290285	12/26/2025	DUKE ENERGY	9100 8511 2519	85112519B6	$781.12
290285	12/26/2025	DUKE ENERGY	9100 8511 2808	85112808B6	$213.47
290285	12/26/2025	DUKE ENERGY	9100 8511 3130	85113130B6	$810.53
290285	12/26/2025	DUKE ENERGY	9100 8511 3304	85113304B6	$133.06
290285	12/26/2025	DUKE ENERGY	9100 8511 3479	85113479B6	$32.43
290285	12/26/2025	DUKE ENERGY	9100 8511 3619	85113619B6	$395.74
290285	12/26/2025	DUKE ENERGY	9100 8511 3776	85113776B6	$309.29
290285	12/26/2025	DUKE ENERGY	9100 8511 3908	85113908B6	$978.72
290285	12/26/2025	DUKE ENERGY	9100 8511 4363	85114363B6	$30.80
290285	12/26/2025	DUKE ENERGY	9100 8511 4511	85114511B6	$656.57
290285	12/26/2025	DUKE ENERGY	9100 8512 4042	85124042B6	$6,049.74
290285	12/26/2025	DUKE ENERGY	9100 8531 6379	85316379B6	$201.75
290285	12/26/2025	DUKE ENERGY	9100 8531 6973	85316973B6	$431.68
290285	12/26/2025	DUKE ENERGY	9100 8531 7156	85317156B6	$42.70
290285	12/26/2025	DUKE ENERGY	9100 8531 7536	85317536B6	$116.11
290285	12/26/2025	DUKE ENERGY	9100 8531 7718	85317718B6	$156.76
290285	12/26/2025	DUKE ENERGY	9100 8551 9386	85519386B6	$443.86
290285	12/26/2025	DUKE ENERGY	9100 8551 9568	85519568B6	$441.90
290285	12/26/2025	DUKE ENERGY	9100 8551 9708	85519708B6	$253.43
290285	12/26/2025	DUKE ENERGY	9100 8552 0397	85520397B6	$54.39
290285	12/26/2025	DUKE ENERGY	9100 8552 0553	85520553B6	$39.35
290285	12/26/2025	DUKE ENERGY	9100 8552 0701	85520701B6	$96.66

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290285	12/26/2025	DUKE ENERGY	9100 8552 0884	85520884B6	$229.01
290285	12/26/2025	DUKE ENERGY	9100 8552 1059	85521059B6	$104.07
290285	12/26/2025	DUKE ENERGY	9100 8552 1249	85521249B6	$56.07
290285	12/26/2025	DUKE ENERGY	9100 8558 9401	85589401B6	$149.43
290285	12/26/2025	DUKE ENERGY	9100 8601 4637	86014637B6	$23.10
290285	12/26/2025	DUKE ENERGY	9100 8601 4819	86014819B6	$49.72
290285	12/26/2025	DUKE ENERGY	9100 8601 4968	86014968B6	$71.10
290285	12/26/2025	DUKE ENERGY	9100 8605 5503	86055503B6	$30.80
290285	12/26/2025	DUKE ENERGY	9100 8819 2038	88192038B6	$1,134.46
290285	12/26/2025	DUKE ENERGY	9100 9090 2821	90902821B6	$626.53
290285	12/26/2025	DUKE ENERGY	9101 4459 7374	44597374B6	$356.19
290285	12/26/2025	DUKE ENERGY	9101 4786 8594	47868594B6	$20.75
290285	12/26/2025	DUKE ENERGY	9101 5372 4952	53724952B6	$213.96
290285	12/26/2025	DUKE ENERGY	9101 6432 2444	64322444B6	$190.84
290285	12/26/2025	DUKE ENERGY	9101 7087 5483	70875483B6	$36.75
290285	12/26/2025	DUKE ENERGY	9101 7090 3125	70903125B6	$76.30
290285	12/26/2025	DUKE ENERGY	9101 8143 7400	81437400B6	$366.61
290285	12/26/2025	DUKE ENERGY	9101 8658 9687	86589687B6	$142.09
290285	12/26/2025	DUKE ENERGY	9101 8681 7466	86817466B6	$1,011.77
290285	12/26/2025	DUKE ENERGY	9101 8834 9201	88349201B6	$53.92
290285	12/26/2025	DUKE ENERGY	9101 9063 4636	90634636B6	$859.25
290285	12/26/2025	DUKE ENERGY	9101 9063 9144	90639144B6	$120.63
290285	12/26/2025	DUKE ENERGY	9101 9240 9033	92409033B6	$719.30
290286	12/26/2025	EXECUTIVE MEDIA GLOBAL LP	ADVERTISING	101472	$4,000.00
290287	12/26/2025	FLORIDA DEPARTMENT OF FINANCIAL SVC	97791 BOILER LICENSE	B00090308	$30.00
290287	12/26/2025	FLORIDA DEPARTMENT OF FINANCIAL SVC	97792 BOILER LICENSE	B00090308	$30.00
290288	12/26/2025	FMLASOURCE INC	3/25-5/25 FMLA PGRM	25030820	$4,166.46
290288	12/26/2025	FMLASOURCE INC	9/25-11/25 FMLA PRGM	25090803	$4,171.20
290289	12/26/2025	FOGGY LONGBRITCHES LLC	TDC SPECIAL EVENTS MARKET	101	$1,000.00
290290	12/26/2025	GAMCO PROPERTIES III INC	MOWING, SPRING HILL RESID	39467112421	$6,200.00
290291	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	2025-CA-865 BILL#137	137	$20.00
290292	12/26/2025	HERNANDO COUNTY HOUSING AUTHORITY	HHS RENT 10-12/25	18110	$6,523.87
290292	12/26/2025	HERNANDO COUNTY HOUSING AUTHORITY	VET SVC RENT 10-12/25	18110	$1,630.96
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	C101014-02	C10101402B6	$48.32
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	C101038-01	C10103801B6	$197.73
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	C101648-00	C10164800B6	$11.40
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	HC00082-00	HC0008200B6	$61.70
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	HC00088-00	HC0008800B6	$54.17
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	WC00008-00	WC0000800C6	$243.27
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	WC00017-00	WC0001700B6	$64.23

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	WC00027-00	WC0002700B6	$37.45
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	WC00036-00	WC0003600B6	$293.40
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	WC00053-00	WC0005300B6	$37.45
290293	12/26/2025	HERNANDO COUNTY UTILITIES DEPT	WC00055-00	WC0005500C6	$145.46
290294	12/26/2025	HOWARD ANTHONY FROSTMAN	20260131-01	20260131-01	$500.00
290295	12/26/2025	INFRASTRUCTURE CONSULTING &	PROF SV 11/3-11/30/25	242770402	$16,451.00
290295	12/26/2025	INFRASTRUCTURE CONSULTING &	PROF SV 9/29-11/02/25	242770401	$7,304.00
290296	12/26/2025	KENNEY COMMUNICATIONS INC	OCT-DEC 25 BROCH DIST	2482	$1,275.00
290297	12/26/2025	MCKIM & CREED INC	PROF SV THRU 11/22/25	247474	$1,181.21
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507796509	$509.80
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507831749	$15.74
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507862863	$146.94
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507890097	$50.98
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507929553	$81.70
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507966192	$146.94
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507996972	$91.48
290298	12/26/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	508056998	$53.98
290298	12/26/2025	MIDWEST TAPE LLC	HOOPLA ACCESS & PRODUCTS	508110245	$12,046.61
290299	12/26/2025	MKI SERVICES INC	ESTIMATED SHIPPING/HANDLI	49400B44773	$3,000.00
290299	12/26/2025	MKI SERVICES INC	REPLACEMENT PARTS FOR HUB	49400B44773	$48,341.57
290300	12/26/2025	NATURE COAST ROOFING SOLUTIONS INC	2026-016B FY22/23 BAR	BARILE M	$12,562.88
290301	12/26/2025	NEXTRAN TRUCK CENTERS	DPW, VEH ID#20003	1208-052454	$192,364.24
290302	12/26/2025	ODP BUSINESS SOLUTIONS LLC	28978503 BATTERIES	449626847001	$46.56
290302	12/26/2025	ODP BUSINESS SOLUTIONS LLC	28978503 CD/DVD SLEEV	449629562001	$4.95
290302	12/26/2025	ODP BUSINESS SOLUTIONS LLC	28978503 USB DRIVE	449629563001	$35.98
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	104319	$1,750.00
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	101684	$1,732.50
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	101687	$1,508.50
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	102351	$3,883.25
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	102353	$3,696.00
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	102498	$1,849.75
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	103015	$3,340.75
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	103017	$3,762.50
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	103711	$3,837.75
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	103713	$3,237.50
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	104224	$8,750.00
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	104317	$2,362.50
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	104318	$4,018.00
290303	12/26/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	104320	$735.00
290304	12/26/2025	OFFICE FURNITURE WAREHOUSE	3 DRAWER PEDESTAL	251209-15	$1,520.00
290304	12/26/2025	OFFICE FURNITURE WAREHOUSE	72" BY 20" CREDENZA SHELL	251209-15	$2,180.00

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290304	12/26/2025	OFFICE FURNITURE WAREHOUSE	ESTIMATED SHIPPING/HANDLI	251209-15	$610.00
290305	12/26/2025	OPTIMUM HEALTHCARE REFUNDS	04/07/25 LB	25-35939	$352.92
290305	12/26/2025	OPTIMUM HEALTHCARE REFUNDS	04/30/25 LB	25-43970	$354.67
290305	12/26/2025	OPTIMUM HEALTHCARE REFUNDS	05/01/25 LB	25-44027	$272.77
290306	12/26/2025	OVERPAYMENT RECOVERY RECEIPTS	06/08/25 BG	25-57540	$1,242.20
290307	12/26/2025	RONALD COURINGTON	DPW CRA MTG 12/4/25	87952	$135.00
290308	12/26/2025	SARAH SHAW	07/30/25 SS	25-75737	$0.00
290309	12/26/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 11/28/25	2496490	$1,192.00
290310	12/26/2025	STATE ATTORNEYS OFFICE	IT SUPPLIES	REIM26-00032	$1,299.90
290311	12/26/2025	STATEWIDE HVAC SERVICES INC	PURCHASE 10 TON TRANE R-4	1196	$45,200.01
290312	12/26/2025	TIMECLOCK PLUS LLC	ANNUAL RENEWAL SUBSCRIPTI	INV00443212	$16,721.22
290312	12/26/2025	TIMECLOCK PLUS LLC	OPEN API ACCESS (ANNUAL)	INV00443212	$2,880.00
290313	12/26/2025	TRANE US INC	SOFTWARE SUPPORT/MAINTENA	990338548	$8,830.00
290314	12/26/2025	TRITECH SOFTWARE SYSTEMS	ANNUALSUPPORT & MAINTENAN	452826	$68,720.82
290315	12/26/2025	VESTIS SERVICES LLC	CLOTHING APPAREL & UNIFOR	5630793643	$62.84
290315	12/26/2025	VESTIS SERVICES LLC	CLOTHING APPAREL & UNIFOR	5630797904	$158.79
290315	12/26/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630793643	$58.34
290315	12/26/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630797904	$58.34
290315	12/26/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630797905	$264.85
290315	12/26/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630797906	$86.64
290315	12/26/2025	VESTIS SERVICES LLC	SOLID WASTE UNIFORM SERVI	5630796827	$52.56
290315	12/26/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630796812	$122.00
290315	12/26/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630792724	$20.37
290315	12/26/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630796812	$99.81
290315	12/26/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630796813	$78.45
290316	12/26/2025	WASTE MANAGEMENT INC OF FLORIDA	RECYCLING PROCESS	IAC7550378	$9,115.20
290317	12/26/2025	WELLS FARGO FINANCIAL / TOSHIBA	12/1-12/31/25 CPR LE	5036586389	$118.21
290317	12/26/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/25-10/25 COPIES	5036586389	$48.35
290318	12/26/2025	WILLIAM BRAHAN	08/21/25 WB	25-83784	$20.00
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1159766	1159766B6	$22.70
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307111	1307111B6	$672.70
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693893	12082025P1	$2,423.70
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693894	12082025P1	$292.10
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693895	12082025P1	$968.42
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693896	12082025P1	$256.12
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693897	12082025P1	$368.61
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693898	12082025P1	$283.72
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693899	12082025P1	$1,364.15

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290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693900	12082025P1	$1,798.61
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693901	12082025P1	$77.00
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693902	12082025P1	$56.34
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693903	12082025P1	$781.45
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693904	12082025P1	$127.00
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693905	12082025P1	$299.40
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693906	12082025P1	$2,350.96
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693907	12082025P1	$112.66
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693908	12082025P1	$103.90
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693909	12082025P1	$299.66
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693910	12082025P1	$269.14
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693911	12082025P1	$88.90
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693912	12082025P1	$77.00
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693913	12082025P1	$404.24
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693914	12082025P1	$718.08
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693915	12082025P1	$413.56
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693916	12082025P1	$408.15
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693917	12082025P1	$155.10
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693918	12082025P1	$38.10
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693919	12082025P1	$180.24
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1693920	12082025P1	$372.08
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832427	1832427B6	$1,187.28
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832498	1832498B6	$360.45
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832503	1832503B6	$84.35
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832666	1832666B6	$40.37
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832673	1832673B6	$174.04
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832684	1832684B6	$52.40
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832705	1832705B6	$45.97
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832721	1832721B6	$48.50
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832732	1832732B6	$58.10
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832749	1832749B6	$41.12
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832757	1832757B6	$58.10
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832787	1832787B6	$40.80
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832788	1832788B6	$40.58
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832789	1832789B6	$82.17
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832799	1832799B6	$60.01
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832803	1832803B6	$108.44
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832810	1832810B6	$73.51
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832813	1832813B6	$65.50
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832820	1832820B6	$57.37
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832825	1832825B6	$43.13
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832827	1832827B6	$41.43

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290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832831	1832831C6	$295.31
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832832	1832832C6	$91.41
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832833	1832833B6	$99.68
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832835	1832835B6	$93.78
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832846	1832846B6	$2,044.24
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832847	1832847B6	$235.73
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832851	1832851B6	$485.95
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832852	1832852B6	$489.54
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832855	1832855B6	$40.16
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832856	1832856B6	$207.06
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832857	1832857B6	$223.29
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832858	1832858C6	$2,871.19
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832867	1832867B6	$1,265.36
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832871	1832871B6	$292.19
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832877	1832877B6	$540.31
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832882	1832882B6	$2,260.43
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949883	1949883B6	$92.83
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949885	1949885B6	$49.14
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949890	1949890B6	$167.97
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949893	1949893B6	$101.17
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949896	1949896B6	$42.80
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949903	1949903B6	$2,065.50
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949904	1949904B6	$74.56
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949905	1949905B6	$235.83
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949908	1949908B6	$220.95
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949909	1949909B6	$82.28
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949913	1949913B6	$255.46
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949918	1949918B6	$43.54
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949919	1949919B6	$45.87
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949941	1949941B6	$41.54
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949963	1949963B6	$42.90
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949977	1949977B6	$118.89
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949979	1949979B6	$141.58
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949986	1949986B6	$49.14
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2101268	2101268B6	$50.82
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2109372	2109372B6	$53.89
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2162271	2162271B6	$252.29
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2192441	2192441C6	$344.47
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2217079	2217079B6	$514.66
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2228645	2228645B6	$43.23
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2283043	2283043B6	$40.80
290322	12/26/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2366346	2366346B6	$52.88

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290323	12/26/2025	YORDANYS TARRAGO CABRERA	REISSUE CK 281291	S606589-08R	$206.64
V530621	12/26/2025	AB5 ENTERPRISES	MOW 10/20-11/20/25	100034	$6,000.00
V530622	12/26/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	888068	$261.00
V530622	12/26/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	888918	$87.00
V530623	12/26/2025	ALAN JAY FORD LINCOLN MERCURY INC	FORD F150 - SENSITIVE LAN	FSKF32040	$47,856.00
V530624	12/26/2025	ALL AMERICAN U-CART CONCRETE	CONCRETE READY MIX FOR RD	12-12-25	$412.50
V530625	12/26/2025	AMERICAN INFRASTRUCTURE DEVELOPMENT	PREPARE AND SUBMIT RECORD	20016A317	$530.40
V530625	12/26/2025	AMERICAN INFRASTRUCTURE DEVELOPMENT	QUALITY ASSURANCE MATERIA	20016A317	$4,889.60
V530626	12/26/2025	BROWN AND BROWN OF FLORIDA INC	POL PX2FL 10271027501	12-2-25	$1,261,052.00
V530627	12/26/2025	CHANNEL INNOVATIONS CORPORATION	MISCELLANEOUS REPAIRS - A	INV-CI3-825	$580.00
V530627	12/26/2025	CHANNEL INNOVATIONS CORPORATION	REPAIRS NOT COVERED UNDER	INV-CI3-825	$419.66
V530628	12/26/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SV 10/1-11/30/25	359723	$507.00
V530629	12/26/2025	CORRECTCARE INTEGRATED HEALTH LLC	NOV 25 PROCESSING FEE	HER1125	$650.00
V530630	12/26/2025	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	HHS107	$198.74
V530630	12/26/2025	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	OMB143	$3,960.12
V530631	12/26/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	108808	$903.00
V530632	12/26/2025	DEERE & COMPANY	PARKS, VEH ID#NEW	33558904	$64,128.00
V530632	12/26/2025	DEERE & COMPANY	WWATER, VEH ID#NEW	32368755	$20,734.20
V530633	12/26/2025	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	3103541	$5,116.24
V530633	12/26/2025	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	3103542	$42,438.88
V530633	12/26/2025	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	3103543	$31,106.71
V530634	12/26/2025	DEPARTMENT OF JUVENILE JUSTICE	12/25 DJJ COST SHARE	202512-27	$91,962.29
V530635	12/26/2025	GMR FENCE LAND SERVICES	COMPLETE MOWING AND TRIMM	1073	$27,500.00
V530635	12/26/2025	GMR FENCE LAND SERVICES	PART (1) MOWING SPRING HI	1074	$16,860.00
V530636	12/26/2025	GRACE DESIGN STUDIOS LLC	PROF SV THRU 11/30/25	25-2243-04	$9,751.80
V530637	12/26/2025	HAGAN HOLDING COMPANY	REMOVAL OF USED OIL & PET	737324	$379.00
V530638	12/26/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7283654	$1,715.00
V530638	12/26/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7283657	$1,960.00
V530638	12/26/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7284775	$490.00
V530638	12/26/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7284776	$735.00
V530638	12/26/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7284777	$735.00
V530638	12/26/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7284778	$1,715.00
V530639	12/26/2025	HDR ENGINEERING INC	PRF SVC 11/2-11/29/25	1200783666	$90,554.73
V530639	12/26/2025	HDR ENGINEERING INC	PRF SVC 8/30-11/29/25	1200782395	$1,329.06
V530640	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	596497	$30.00
V530640	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	598473	$61.00
V530640	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601588	$10.00
V530641	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 11/5-12/4/25	IT26-014	$849.75
V530641	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 11/5-12/4/25	IT26-016	$10.00

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V530641	12/26/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET 11/5-12/4/25	IT26-017	$10.00
V530642	12/26/2025	HERNANDO COUNTY PROPERTY APPRAISER	FY 25-26 2ND QTR PMT	12-3-25BOCC	$1,023,428.75
V530642	12/26/2025	HERNANDO COUNTY PROPERTY APPRAISER	FY 25-26 2ND QTR PMT	12-3-25CH	$8,020.25
V530642	12/26/2025	HERNANDO COUNTY PROPERTY APPRAISER	FY 25-26 2ND QTR PMT	12-3-25EMS	$66,231.75
V530642	12/26/2025	HERNANDO COUNTY PROPERTY APPRAISER	FY 25-26 2ND QTR PMT	12-3-25SMP	$8,289.25
V530642	12/26/2025	HERNANDO COUNTY PROPERTY APPRAISER	FY 25-26 2ND QTR PMT	12-3-25TT	$58,888.25
V530643	12/26/2025	HERNANDO COUNTY SHERIFF	JAN26-ANIMAL SERVICES	JANUARY 26	$151,519.00
V530643	12/26/2025	HERNANDO COUNTY SHERIFF	JAN26-COURTHOUSE	JANUARY 26	$196,394.00
V530643	12/26/2025	HERNANDO COUNTY SHERIFF	JAN26-JAIL DETENTION	JANUARY 26	$1,965,725.00
V530643	12/26/2025	HERNANDO COUNTY SHERIFF	JAN26-JAIL OPERATIONS	JANUARY 26	$287,353.00
V530643	12/26/2025	HERNANDO COUNTY SHERIFF	JAN26-LAW ENFORCEMENT	JANUARY 26	$5,615,518.00
V530644	12/26/2025	HERNANDO COUNTY SUPERVISOR OF	JAN 26 ALLOCATION	JANUARY 26	$190,500.52
V530645	12/26/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 12/07/25	13-33993	$3,103.20
V530645	12/26/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 12/17/25	13-34018	$2,999.76
V530645	12/26/2025	INTEGRITY RESOURCES STAFFING INC	361 WE 12/14/25	13-34019	$1,294.63
V530646	12/26/2025	JONES EDMUNDS & ASSOCIATES INC	PROF SV THRU 10/26/25	257646A/B	$46,314.28
V530647	12/26/2025	KENNETH WARNSTADT ESQ	07/25 SPEC MSTR HEAR	11-25-2025	$1,960.00
V530647	12/26/2025	KENNETH WARNSTADT ESQ	08/25 SPEC MSTR HEAR	11-23-2025	$1,312.50
V530648	12/26/2025	LAWN SPA LLC	MOWING, LOGISTICS BUILDIN	6150	$150.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 11 -	6150	$125.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 12 -	6150	$125.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 13 -	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 2- 3	6150	$125.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 5 -	6150	$125.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 8 -	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 9 -	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 1- 14	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 14 -	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 3 - 1	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 4 - 5	6150	$100.00
V530648	12/26/2025	LAWN SPA LLC	MOWING, STATION NO. 7 - 2	6150	$125.00
V530649	12/26/2025	MEAD AND HUNT INC	PROF SVC 11/25	400008	$25,098.82
V530650	12/26/2025	MES SERVICE COMPANY LLC	11-10001-02, MX200-CLEAR-	IN2400366	$378.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	337-08-2017, HYBRID EXTRI	IN2400366	$696.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	337-09-2017, HYBRID EXTRI	IN2400366	$1,044.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	337-10-2017, HYBRID EXTRI	IN2400366	$1,392.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	337-11-2017, HYBRID EXTRI	IN2400366	$1,044.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	337-12-2017, HYBRID EXTRI	IN2400366	$696.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	337-13-2017, HYBRID EXTRI	IN2400366	$348.00

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V530650	12/26/2025	MES SERVICE COMPANY LLC	90339, NIMH BATTERY- SURV	IN2400366	$560.16
V530650	12/26/2025	MES SERVICE COMPANY LLC	90500, SURVIVOR (WITHOUT	IN2400366	$1,393.44
V530650	12/26/2025	MES SERVICE COMPANY LLC	BC-36, BOLT CUTTERS 36 IN	IN2400366	$460.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	CC507L-H51, KOCHEK ADAPTE	IN2400366	$529.80
V530650	12/26/2025	MES SERVICE COMPANY LLC	FA-8, 8LB FORCE AXE- FIBE	IN2400366	$1,200.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	FQ-AAAX, SEEK FIREPRO 300	IN2400366	$2,398.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	G155-A, 1.5 GASKT 1.56 ID	IN2400366	$13.20
V530650	12/26/2025	MES SERVICE COMPANY LLC	G255-A, 2.5 GASKT 2.56 ID	IN2400366	$31.80
V530650	12/26/2025	MES SERVICE COMPANY LLC	G305, 3 NH GASKET 3.00 ID	IN2400366	$33.96
V530650	12/26/2025	MES SERVICE COMPANY LLC	G508, GASKET 5 INCH STORZ	IN2400366	$64.32
V530650	12/26/2025	MES SERVICE COMPANY LLC	G605, GASKET 6 INCH SWL N	IN2400366	$83.64
V530650	12/26/2025	MES SERVICE COMPANY LLC	HHGV-25NHM-25NH, HYDRANT	IN2400366	$786.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	LW12-60-FSS, FIRE RAKE W/	IN2400366	$243.76
V530650	12/26/2025	MES SERVICE COMPANY LLC	LXFB10-R, PREMIUM 3XL TUR	IN2400366	$2,808.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MES- EXCALIBUR -2X-LARGE-	IN2400366	$615.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MES- EXCALIBUR -LARGE-REG	IN2400366	$2,460.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MES- EXCALIBUR -MEDIUM-RE	IN2400366	$1,845.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MES- EXCALIBUR -SMALL-REG	IN2400366	$1,230.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MES- EXCALIBUR -X-LARGE-R	IN2400366	$1,230.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MES-EXCALIBUR-X-SMALL-REG	IN2400366	$615.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	MX, ONE PIECE DROPPED FOR	IN2400366	$1,440.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	NOT36-BLACK, NOTCHED PIG	IN2400366	$712.50
V530650	12/26/2025	MES SERVICE COMPANY LLC	PIRA-14FD, 14" PIRAYA DIA	IN2400366	$1,734.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	RT4-4504, SEEK TIC GEAR K	IN2400366	$84.72
V530650	12/26/2025	MES SERVICE COMPANY LLC	SHF-8, SLEDGE HAMMER 8LB	IN2400366	$319.98
V530650	12/26/2025	MES SERVICE COMPANY LLC	SP-DFS-40 INCH OR LESS-SH	IN2400366	$1,428.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	SP-DFS-41 INCH TO 45 INCH	IN2400366	$2,142.00
V530650	12/26/2025	MES SERVICE COMPANY LLC	SP-DFS-46 INCH TO 50 INCH	IN2400366	$1,428.00
V530651	12/26/2025	MIDSOUTH INC	24-CG00768 RETAINAGE	PAYREQ#10	($61,125.57)
V530651	12/26/2025	MIDSOUTH INC	24-CG00768 SPT SWR P1	PAYREQ#10	$1,222,511.30
V530652	12/26/2025	ONE HERNANDO LLC	CYRIL DR. CONTINGENCY	6122515	$80,200.26
V530652	12/26/2025	ONE HERNANDO LLC	WASTE WATER CONTINGENCY	6122515	$64,429.17
V530653	12/26/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6765	$1,001.00
V530653	12/26/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6808	$1,342.00
V530653	12/26/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6816	$451.00
V530653	12/26/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6818	$1,001.00
V530653	12/26/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6839	$3,201.00
V530654	12/26/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-149650	$6,189.53
V530654	12/26/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-150065	$12,687.23
V530654	12/26/2025	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-149649	$2,524.02
V530655	12/26/2025	PFM FINANCIAL ADVISORS LLC	FIN ADVISORY 6-8/25	137835	$4,000.00
V530656	12/26/2025	QUORUM SERVICES LLC	INSPECTIONS A MINIMUM OF	25-1691	$3,465.00

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V530656	12/26/2025	QUORUM SERVICES LLC	INSPECTIONS A MINIMUM OF	25-1761	$12,645.00
V530656	12/26/2025	QUORUM SERVICES LLC	PLAN REVIEWS COMMERCIAL C	25-1690	$1,330.00
V530656	12/26/2025	QUORUM SERVICES LLC	PLAN REVIEWS COMMERCIAL C	25-1760	$3,610.00
V530656	12/26/2025	QUORUM SERVICES LLC	PLAN REVIEWS FOR NEW SING	25-1690	$300.00
V530656	12/26/2025	QUORUM SERVICES LLC	PLAN REVIEWS FOR NEW SING	25-1760	$4,775.00
V530657	12/26/2025	RAFTELIS FINANCIAL CONSULTANTS INC	PROF SVC 11/25	43434	$3,767.50
V530658	12/26/2025	REGENT PROPERTIES	SOE JAN 2026 RENT	SOE JAN 2026	$6,746.82
V530658	12/26/2025	REGENT PROPERTIES	SOE1 TRASH SVC	SOE JAN 2026	$137.50
V530658	12/26/2025	REGENT PROPERTIES	SOE1 WTR SWR SRM WTR	SOE JAN 2026	$104.00
V530659	12/26/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014181 3930670	762003930670	$1,426.75
V530660	12/26/2025	SAULNIER ENTERPRISES INC	ILS MAINT 12/25	6471	$1,980.00
V530660	12/26/2025	SAULNIER ENTERPRISES INC	MALSR FEE 12/25	6471	$225.00
V530661	12/26/2025	SJUR SOLUTIONS INC	ADDITIONAL COST OF $20 PE	1145	$9,040.00
V530661	12/26/2025	SJUR SOLUTIONS INC	ADDITIONAL COST OF $20 PE	1148	$9,020.00
V530661	12/26/2025	SJUR SOLUTIONS INC	ADDITIONAL SERVICES OF VI	1145	$4,564.00
V530661	12/26/2025	SJUR SOLUTIONS INC	ADDITIONAL SERVICES OF VI	1148	$4,557.00
V530661	12/26/2025	SJUR SOLUTIONS INC	MINIMUM OF 200 INSPECTION	1145	$4,000.00
V530661	12/26/2025	SJUR SOLUTIONS INC	MINIMUM OF 200 INSPECTION	1148	$4,000.00
V530662	12/26/2025	STRENGTH DEPOT	MISC WEIGHT-LIFTING/EXERC	SD-34702	$15,042.00
V530663	12/26/2025	SUMMIT FIRE & SECURITY LLC	REPAIR SERVICES - 1ST HR.	3710262	$720.00
V530664	12/26/2025	SUPERIOR ASPHALT INC	SUPPLY AND DELIVERY OF PR	252044-05	$399,999.69
V530665	12/26/2025	TARGETSOLUTIONS LEARNING LLC	VECTOR EVALUATIONS + FOR	INV130849	$6,530.40
V530665	12/26/2025	TARGETSOLUTIONS LEARNING LLC	VECTOR LMS, TARGETSOLUTIO	INV130849	$42,207.00
V530666	12/26/2025	TD HYDRAULICS LLC	OUTSIDE HYDRAULIC REPAIRS	OL-T00009165	$1,372.76
V530667	12/26/2025	TELEFLEX LLC	NEEDLES, FOR EZ-IO NEEDLE	9510904000	$2,750.00
V530668	12/26/2025	TEMPLE INC	POWER SOURCE, UNINTERRUPT	INV0274500	$30,120.00
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	10186311 NFPA BOURKES W/H	1310091188	$2,617.68
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	551201- 1 GALLON MINERAL	1310091188	$150.00
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	A-1836ARC0BBEAAA00A0 1836	1310091188	$2,190.10
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	A-1836AYC0BBEAAA00A0 1836	1310091188	$17,520.80
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	F27 3 LINE FRONT (AG)- BA	1310091188	$135.33
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	F27 3 LINE FRONT (AG)- CA	1310091188	$270.66
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	F27 3 LINE FRONT (AG)- DI	1310091188	$135.33
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	F27 3 LINE FRONT (AG)- DR	1310091188	$270.66
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	F27 3 LINE FRONT (AG)- FI	1310091188	$811.98
V530669	12/26/2025	TEN-8 FIRE & SAFETY LLC	FREIGHT	1310091188	$30.00
V530670	12/26/2025	TLS SURVEYORS AND MAPPERS INC	BOUNDARY SURVEY	43481	$525.00
V530671	12/26/2025	US WATER SERVICES CORPORATION	PUMPS, NEW SUBMERSIBLE SE	SI133195	$4,191.66

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V530671	12/26/2025	US WATER SERVICES CORPORATION	PUMPS, NEW SUBMERSIBLE SE	SI135070	$8,210.00
V530672	12/26/2025	WEST PUBLISHING CORPORATION	RESEARCH SERVICES OTHER T	852895897	$176.08
Summary					**$14,925,676.21**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

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290324	12/31/2025	AA86 HOMES LLC	34941 PUNCH RD	TN00002-04	$69.37
290325	12/31/2025	AARON M FINKELSTEIN	12255 LINDEN DR	S812262-11	$42.18
290326	12/31/2025	ADAM C JONES	2194 PINTA AVE	S913128-02	$8.40
290327	12/31/2025	ADAMS HOMES OF NW FL INC	10263 JOLLETT ST	S814244-00	$15.27
290328	12/31/2025	ADELAIDA GUANCE	5363 PIERPOINT AVE	S813430-03	$64.12
290329	12/31/2025	ALEXANDER WOLLENBERG& BRYANA VIDART	1277 BURGUNDY CT	EN00044-04	$154.42
290330	12/31/2025	ALICIA CHAVEZ	14757 NAIMISHA LOOP	S911751-27	$567.84
290331	12/31/2025	ALPACA AUDIOLOGY LLC	2406 COMMERCIAL WAY	TC00020-08	$195.30
290332	12/31/2025	ALTON JAMES & BREANA M MARTIN	1159 NEWHOPE RD	S606746-13	$157.68
290333	12/31/2025	AMANDA M YOUNG	3535 PORTILLO RD APT 8	S810913-14	$109.22
290334	12/31/2025	AMANDA N BRYANT	9489 NORTHCLIFFE BLVD	S809867-02	$91.96
290335	12/31/2025	AMERICO LANDING JR	11170 SEDGEFIELD AVE	S807099-02	$62.56
290336	12/31/2025	ANTHONY C KAYWOOD	5331 PIERPOINT AVE	S800385-08	$104.68
290337	12/31/2025	ANTHONY M & MEGAN S LANE	7452 PHILATELIC DR	FK00219-12	$171.46
290338	12/31/2025	AR DESIGN BUILD LLC	5051 GEVALIA DR	HO00478-00	$44.23
290339	12/31/2025	ARK INVEST LLC	12392 KILLIAN ST	S908403-11	$222.70
290340	12/31/2025	ARVIND SOHU	5524 BRACKENWOOD DR	SL00541-15	$194.28
290341	12/31/2025	ASHLEY SHARPE	12616 EDDINGTON RD	S900319-10	$131.50
290342	12/31/2025	BARBARA WOODS	4233 JASON RD	S810380-11	$191.98
290343	12/31/2025	BARRY E & TINA D MACK	8019 TIMBERLAKE AVE	S601131-04	$59.94
290344	12/31/2025	BKKM SOLUTIONS INC	4243 TAHITI DR	HB00764-05	$165.19
290345	12/31/2025	BRIGHTLAND HOMES OF FLORIDA	5474 MOSQUERO RD	S608692-01	$186.93
290346	12/31/2025	BROOKE G WARDLOW	3535 PORTILLO RD APT 53	S103075-11	$98.85
290347	12/31/2025	CARMELO BILBRAUT RIVERA	1334 GODFREY AVE	S103851-06	$116.77
290348	12/31/2025	CARMEN M ZAYAS RENTA	3369 EVERETT AVE	S909568-09	$19.67
290349	12/31/2025	CECILIA & WILLIAM COX	7427 MEAD DR	S607115-09	$193.16
290350	12/31/2025	CHASE HARDING	9356 CHASE ST	S606429-05	$261.16
290351	12/31/2025	CHINA TOWN NANCY CHEN LLC	4245 MARINER BLVD	C700047-04	$131.53
290352	12/31/2025	CHRISTA D PITTMAN	7444 HOLIDAY DR	S605945-01	$379.39
290353	12/31/2025	CHRISTINA A GRIFFIN	4336 ODIN ST	S907977-12	$105.20
290354	12/31/2025	CHRISTOPHER CRATTY & JE KOKENAKES	5230 CHAMPIONSHIP CUP LN	SI00554-04	$76.71
290355	12/31/2025	CRISSIE & WILLIAM BABINSACK	5174 TANNER RD	S909905-04	$100.71
290356	12/31/2025	D R HORTON INC	10484 TUCKER RD	LH00007-00	$11.21
290357	12/31/2025	D R HORTON INC	10387 TURTLE RUN RD	LH00035-00	$51.04
290358	12/31/2025	D R HORTON INC	11710 MEMORIAL DR	WF00225-00	$3.14
290359	12/31/2025	DALE JORGE	11505 TIMBER GROVE LN	WF00057-03	$125.03
290360	12/31/2025	DAM C X TTEE	5143 WELLINGTON RD	S903315-06	$168.00
290361	12/31/2025	DANIELLE C BARROW	1213 SANGER AVE	S804164-02	$1.57
290362	12/31/2025	DAWN A MARINO	10490 CHALMER ST APT 20	S811929-10	$277.46
290363	12/31/2025	DAWSON C BURGER	5101 ELWOOD RD	S811486-08	$97.94
290364	12/31/2025	DEBORAH BENTLEY	7345 CANTERBURY ST	S607902-06	$190.22

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290365	12/31/2025	DEBRA A MASTROIANNI	10112 BANNISTER ST	S801046-05	$65.92
290366	12/31/2025	DEBROAH GIOVANNIELLO	3353 MONTANO AVE	S909630-05	$27.59
290367	12/31/2025	DENISE A JANELLE	508 SPRING HAVEN LOOP	S104333-10	$129.44
290368	12/31/2025	DEREK L WILLIAMS	34333 CORTEZ BLVD	RW00615-19	$90.51
290369	12/31/2025	DIANA L JACOBSEN	1542 OVERLAND DR	S808864-01	$310.88
290370	12/31/2025	DOMINICK S DARDIZ	5193 HIGATE RD	S903304-02	$119.50
290371	12/31/2025	DONALD F MCKAY	120 FOUNTAIN CT	S606458-02	$24.69
290372	12/31/2025	DONNA BUNKER-SWANSTROM	10318 NORTHCLIFFE BLVD	S908949-08	$124.21
290373	12/31/2025	DONNA J HOULT	5333 FLORENTINE CT	S804741-01	$51.13
290374	12/31/2025	DONNA L JACOBEK	7565 JOMEL DR	RR00408-07	$27.19
290375	12/31/2025	DOUGLAS A SALERNO	4275 BELLAIRE DR	HB01124-08	$114.20
290376	12/31/2025	DYLAN J MOULDER	13496 WILBURTON ST	S901020-06	$67.54
290377	12/31/2025	DYLAN W & NICOLE M AUPPERLEE	11485 LAVENDER LOOP	VE00006-02	$88.35
290378	12/31/2025	EARL D & NELLIE HARSHBARGER	13312 LINDEN DR	S900782-07	$142.98
290379	12/31/2025	EDDYTH Y GARCIA	1167 HALLCREST AVE	S100398-09	$42.53
290380	12/31/2025	EDUARDO HERNANDEZ JR	2147 HAWTHORNE RD	S908684-09	$61.75
290381	12/31/2025	EDUARDO VIEGO LUIS	7827 PINEHURST DR	S608551-04	$285.04
290382	12/31/2025	EDWARD K SHARPE	7098 LANDMARK DR	S601171-00	$42.13
290383	12/31/2025	ELIZABETH M TOTIN	10080 GIFFORD DR	S802457-00	$51.47
290384	12/31/2025	ERNEST T GOULD	4201 JASON RD	S811375-26	$115.34
290385	12/31/2025	EUGENE F GUERRE JR	7011 NIGHTWALKER RD	WV00056-02	$56.24
290386	12/31/2025	FBD REAL ESTATE LLC	13418 CANDIA ST	S906407-09	$54.52
290387	12/31/2025	FRANK AMIEKUMO	8084 WOODEN DR	FK00063-14	$5.07
290388	12/31/2025	FREDDY J CANO	4503 BAHAMA DR	HB00645-10	$106.84
290389	12/31/2025	GERASIMOS KOULOURIS	7028 MERRICK LN	S602863-06	$150.18
290390	12/31/2025	GULFSTREAM CUSTOM HOMES INC	4475 NEPTUNE DR	HB02296-00	$208.62
290391	12/31/2025	HOME OPTIONS GROUP INC	1047 MARLOW AVE	S605791-06	$176.12
290392	12/31/2025	HP FLORIDA 1 LLC	14005 AMERO LN	S903730-07	$35.85
290393	12/31/2025	HP FLORIDA I LLC	10192 SWANSON CT	S804077-05	$81.14
290394	12/31/2025	HPA US1 LLC	9529 NORTHCLIFFE BLVD	S802927-03	$12.62
290395	12/31/2025	ICTC PROPERTIES LLC	16214 AVIATION LOOP DR	AC00023-07	$268.34
290396	12/31/2025	IVAN SANTIAGO & STEPHANIE DRAPER	6296 PIEDMONT DR	S601531-02	$63.23
290397	12/31/2025	JACOB E LEAVER & DANIELLE SPENCER	4032 JASON RD	S810826-14	$102.75
290398	12/31/2025	JAMES ADAMS PA	17020 AYERS RD #B6	SB00006-02	$151.74
290399	12/31/2025	JAMES J SIZER	27103 FRAMPTON AVE	HL00156-10	$55.87
290400	12/31/2025	JAN RENTON & LOUISE TURNER	7470 BAYWOOD FOREST CIR	TB00194-03	$171.82
290401	12/31/2025	JASON N SAMULSKI	4481 BIRCHFIELD LOOP	SL01026-05	$3.51
290402	12/31/2025	JASON ROAD APTS LLC	4231 JASON RD	S811202-06	$347.84
290403	12/31/2025	JEFFREY S DUVALL	7065 SPRING HILL DR	S606638-12	$144.73
290404	12/31/2025	JEREMY BRACEWELL	1291 HENRY AVE	S806579-08	$329.43
290405	12/31/2025	JOHN M SMITH	6505 EVANSTON ST	WH00159-01	$30.56
290406	12/31/2025	JOHN P TIMMERMAN	5570 BAFFIN CIR	S604688-05	$40.70

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290407	12/31/2025	JOSE G ABREGO & JONATHAN ABRIGO	7040 SPRING HILL DR	S602427-07	$185.66
290408	12/31/2025	JOSHUA BRENT	3592 ARROWHEAD AVE	IA32397-00	$0.03
290409	12/31/2025	JUAN & KATHERINE ROMAN	1410 MARINER BLVD	S901277-05	$19.38
290410	12/31/2025	JULIA K LUTHER	6513 CLEARWATER DR	S607905-03	$11.38
290411	12/31/2025	JULIE A FORMAN	8649 SOUTHERN CHARM CIR	SJ00266-07	$196.99
290412	12/31/2025	JULIO L CONCEPCION JR	6417 HOLIDAY DR	S600184-03	$140.73
290413	12/31/2025	JULIO MEJIAS DIAZ	7185 HOLIDAY DR	S606271-03	$52.10
290414	12/31/2025	K&K CONSTRUCTION CORP	5125 WESTLAKE BLVD	WL00001-04	$43.92
290415	12/31/2025	KAITLYN B CONLEY	30492 PARK RIDGE DR	RW00024-13	$189.07
290416	12/31/2025	KAMAGRA ABODES FL LLC	7403 MEAD DR	S606886-08	$203.14
290417	12/31/2025	KATHRYN E LEACH	14516 NAIMISHA LOOP	S911864-09	$246.01
290418	12/31/2025	KEIRA A SMITH	1244 LONDON AVE	S810601-05	$181.96
290419	12/31/2025	KELLY PRESCOTT	30474 WILLOW BANK AVE	RW00013-13	$199.34
290420	12/31/2025	KIMBERLY PREHL	7591 ST ANDREWS BLVD	RH00024-07	$123.86
290421	12/31/2025	KRYSTA ROSE PARRISH	27200 FERNERY AVE	HL00237-15	$104.03
290422	12/31/2025	LAUREL GRAY	9407 BURNAM DR	GL00484-05	$170.60
290423	12/31/2025	LAURIE J PAUL	11404 INMAN CT	S910196-03	$8.87
290424	12/31/2025	LEAH DUBE	364 WINTHROP DR	AV00276-08	$135.03
290425	12/31/2025	LEGENDARY CONSTRUCTION & REMODELING	7493 CANTERBURY ST	S608715-00	$150.18
290426	12/31/2025	LEGENDARY CONSTRUCTION & REMODELING	7435 MEAD DR	S608717-00	$142.15
290427	12/31/2025	LEGENDARY CONSTRUCTION & REMODELING	7437 MEAD DR	S608718-00	$135.61
290428	12/31/2025	LESLY JEROME CHERRY	14638 CORONADO DR	S908567-13	$100.75
290429	12/31/2025	LINUS ALARM CORP	306 BEVERLY CT	C600078-03	$65.35
290430	12/31/2025	LISA M WOLF	10490 CLAYMORE ST	S800760-03	$27.50
290431	12/31/2025	LISSETH Y ESCOBAR	8280 PHILATELIC DR	FK00628-07	$46.73
290432	12/31/2025	LLC RENT ICR	4369 AZORA RD	S808868-14	$360.86
290433	12/31/2025	LORIE M PENTIFALLO	5116 KIRKLAND AVE	S600997-16	$148.69
290434	12/31/2025	LOUELLA J ROG	2105 ARBUCKLE RD	S101185-01	$63.59
290435	12/31/2025	M/I HOMES OF TAMPA LLC	2423 CLARY SAGE DR	AS00067-00	$54.59
290436	12/31/2025	MAIN STREET RENEWAL LLC	5063 CHAMBER CT	S100606-10	$357.43
290437	12/31/2025	MAIN STREET RENEWAL LLC	5368 BALDOCK AVE	S808653-06	$94.10
290438	12/31/2025	MARGARITA DUCASSE PEREZ	11210 MERCEDES ST	S901425-01	$12.36
290439	12/31/2025	MARYANNE NORMANN	18062 CARROLWOOD DR	GR00021-05	$139.92
290440	12/31/2025	MAURICIO R CABAL	6206 DORSET RD	S801385-01	$367.94
290441	12/31/2025	MELANIE M HAYNIE	5749 CACTUS CIR	S601331-10	$23.30
290442	12/31/2025	MERITAGE HOMES OF FL INC	31643 WILD GRAPE LN	BH00054-00	$130.93
290443	12/31/2025	MICHAEL D & LISA C BLACK	15161 WOODBURY RD	SE00045-02	$36.59
290444	12/31/2025	MICHAEL F VALENTINE	286 LEAFY WAY AVE	S101862-06	$10.81
290445	12/31/2025	MICHAEL GAGLIANO	8124 EAGLE DR	HI00651-07	$123.31
290446	12/31/2025	MICHAEL S & LINDA C OJEDA	10249 FEATHER RIDGE DR	TL00471-03	$72.30

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290447	12/31/2025	MOMENTUM PROPERTY MANAGEMENT	2877 KINGSWOOD CIR	GR00749-02	$364.46
290448	12/31/2025	MOMENTUM PROPERTY MANAGEMENT LLC	2474 IVYWOOD DR	GR00755-03	$223.92
290449	12/31/2025	MYND MANAGEMENT INC	11136 MERCEDES ST	S907552-05	$92.43
290450	12/31/2025	NADIA S DOSTER	6052 SPRING HILL DR	S605503-03	$108.80
290451	12/31/2025	NICOLE A WESSELS	3936 BRAMBLEWOOD LOOP	SL01270-10	$233.30
290452	12/31/2025	NVR INC DBA RYAN HOMES	288 VOLTAIRE DR	PR00114-00	$28.01
290453	12/31/2025	OPENDOOR PROPERTY J LLC	8103 RHANBUOY RD	BM00911-10	$204.77
290454	12/31/2025	OPENDOOR PROPERTY J LLC	8379 BEGONIA ST	S101836-04	$52.06
290455	12/31/2025	PALM LEAF PROPERTY MANAGEMENT LLC	3382 GRETNA DR	S905606-09	$95.35
290456	12/31/2025	PAMELA CANNON	12239 GLEN HAVEN ST	S902829-01	$64.36
290457	12/31/2025	PAMELA D & TIMOTHY SAMS	3240 BRUNHILDE CT	PE00035-09	$75.52
290458	12/31/2025	PATRICIA N CASSIDY	1296 LONDON AVE	S601931-12	$200.01
290459	12/31/2025	PATRICK NOBLE	8100 GREENBRIER CT	S605853-05	$27.87
290460	12/31/2025	PAULETTE M SMITH	7855 PINEHURST DR	S606993-10	$337.91
290461	12/31/2025	PETER A FORTE	15342 BROOKRIDGE BLVD	BK00389-06	$228.06
290462	12/31/2025	PEYTON M HANSEN	10066 BRENTLAWN ST	S805795-02	$43.67
290463	12/31/2025	PHOENIX 14 HOLDINGS LLC	31143 WATER LILY DR	RW00662-02	$355.74
290464	12/31/2025	PMI TAMPA BAY	6251 GRAPEWOOD RD	S103047-09	$91.98
290465	12/31/2025	PULTE HOME COMPANY LLC	3963 BIG SKY DR	IA32669-00	$373.77
290466	12/31/2025	RACHEL J STACY	6328 CRESTVIEW DR	EH00018-05	$55.34
290467	12/31/2025	RAINY E SHENEFIELD	8992 HERNANDO WAY	RH00644-12	$7.78
290468	12/31/2025	RAPID RESEARCH BUREAU LLC	10072 NORTHCLIFFE BLVD	S810025-06	$129.23
290469	12/31/2025	REBECCA N MALMQUIST	27009 KEVIN KELLY AVE	HL00538-14	$155.99
290470	12/31/2025	REBECCA REEVES	7291 LOCH NESS CT	RH00444-10	$142.38
290471	12/31/2025	REGINALD BIEN L SAMPANG	11151 SPRING HILL DR	C902400-02	$61.32
290472	12/31/2025	RICKY J & ANNA C WATKINS	2044 FINLAND DR	S902697-11	$69.56
290473	12/31/2025	ROBERT A BOERNER	10123 CARRIN RD	S803591-01	$40.00
290474	12/31/2025	ROBERT FELIBERTI	4529 BREAKWATER BLVD	RO00346-06	$52.00
290475	12/31/2025	ROBERT H ADAMS	7448 MEAD DR	S606776-06	$35.28
290476	12/31/2025	ROBERT H LAU	1184 COROLLA AVE	S902858-02	$63.29
290477	12/31/2025	ROBERT J BABSTOCK	2223 FORESTER WAY	TP00057-06	$164.38
290478	12/31/2025	ROBERT L WILSON	10471 CHALMER ST	S811891-05	$58.51
290479	12/31/2025	ROBERT M & CATHY L FRASER	8049 LITTLE TEE LN	HI00563-03	$65.77
290480	12/31/2025	ROSS SCHNARRENBERGER	13453 BONDSTONE ST	S906005-01	$26.43
290481	12/31/2025	RUDOLPH E ROSTEL	11493 SHEFFIELD RD	S100914-08	$102.07
290482	12/31/2025	SALINA M BRAVO	4036 PORTILLO RD	S809123-16	$69.27
290483	12/31/2025	SARAH M HOLMES	9411 BURNAM DR	GL00482-10	$213.52
290484	12/31/2025	SEGGIE CUSTOM BUILDERS LLC	1409 KASS CIR	C600932-05	$198.87
290485	12/31/2025	SHELIA LEIBEE	2152 MAGUIRE AVE	S806720-08	$117.49
290486	12/31/2025	SOUTHERN PROPERTY RESOLUTION	5028 CARDINAL DR	RM00938-05	$21.88
290487	12/31/2025	STARLIGHT HOMES FL LLC	12111 KELLY ANN LOOP	PN00009-00	$59.73

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290488	12/31/2025	STARLIGHT HOMES FL LLC	12141 KELLY ANN LOOP	PN00029-00	$84.93
290489	12/31/2025	SUCCESS PROPERTY MANAGEMENT INC.	29824 FEDORA CIR	TG00252-02	$368.31
290490	12/31/2025	SUZANNA MCGUIRE	7412 WESTERN CIRCLE DR	HI00056-07	$292.80
290491	12/31/2025	SUZANNE C WAGGONER	2251 DANFORTH RD	S805859-06	$121.30
290492	12/31/2025	TANYA L SPANDE	461 SWALLOW LN	S602904-02	$57.37
290493	12/31/2025	TAYLOR M GRIFFIN	14170 TROLLMAN ST	S901994-07	$4.98
290494	12/31/2025	TERANCE G BUCKLEY	2060 TRENTON AVE	S601365-03	$90.12
290495	12/31/2025	TIFFANY HENDERSON	9365 NORTHCLIFFE BLVD	S608128-07	$241.00
290496	12/31/2025	TIME CAPITAL GROUP LLC	13396 LINDEN DR	S900059-02	$8.97
290497	12/31/2025	TYLER D MARTIN	30459 PARK RIDGE DR	RW00022-04	$119.98
290498	12/31/2025	VICTORIA A ALMEIDA	5324 DELLBROOK AVE	S813994-01	$26.91
290499	12/31/2025	WALTER J MACKENZIE	14744 NAIMISHA LOOP	S911736-22	$102.95
290500	12/31/2025	WENDELL J NIEUWENDAM	35097 WHISPERING OAKS BLV	WO00041-10	$226.59
290501	12/31/2025	WHISPERING OAKS G & C LLC	34450 WHISPERING OAKS BLV	WP00002-06	$316.88
290502	12/31/2025	WILLIAM HOLT & ANGELICA CRIBBS	4298 AZORA RD	S807266-15	$69.42
290503	12/31/2025	WILLIAM R DOWNS	15408 CAMBRIA DR	QM00900-03	$180.67
290504	12/31/2025	YANG40 INC	11068 SPRING HILL DR	C902296-03	$81.31
290505	12/31/2025	YARITZA DELAROSA	4383 MILLWOOD RD	S811238-12	$106.00
290506	12/31/2025	YENEISY ALONSO	6099 COLCHESTER AVE	S810063-06	$68.86
290507	01/02/2026	BILLIE PAMELA LEE	05/21/22 RO	22-45520	$8.28
290508	01/02/2026	BLACK SAILS CHARTER LLC	LIBRARY EVENT 1/31/26	240376	$600.00
290509	01/02/2026	BOWEN & SCHROTH PA	MEDIATION LAND USE	12/16/2025	$2,000.00
290510	01/02/2026	BUCKEYE CLEANING CENTERS	SUPPLIES, JANITORIAL, ORD	90722616	$484.94
290510	01/02/2026	BUCKEYE CLEANING CENTERS	SUPPLIES, JANITORIAL, ORD	90724530	$441.00
290511	01/02/2026	CHARLIES PLUMBING INC	OVERTIME LABOR HRS ON REP	155587	$120.00
290511	01/02/2026	CHARLIES PLUMBING INC	PLUMBING, MAINTENANCE, RE	155587	$30.00
290511	01/02/2026	CHARLIES PLUMBING INC	PLUMBING, MAINTENANCE, RE	155651	$618.44
290511	01/02/2026	CHARLIES PLUMBING INC	PLUMBING, MAINTENANCE, RE	155705	$30.00
290511	01/02/2026	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	155651	$320.00
290511	01/02/2026	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	155705	$80.00
290512	01/02/2026	CHARTER COMMUNICATIONS	169292101 11/13-12/12	169292101B6	$10.00
290513	01/02/2026	CHARTER COMMUNICATIONS	169292101 12/13-1/12	169292101C6	$219.99
290514	01/02/2026	CITY OF BROOKSVILLE	1231305102-13	1231305102B6	$441.49
290515	01/02/2026	CORE & MAIN LP	SEWER LINES MATERIALS, PA	Y150383	$1,468.35
290515	01/02/2026	CORE & MAIN LP	SEWER LINES MATERIALS, PA	Y213606	$7,843.20
290515	01/02/2026	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X936879	$21,829.14
290515	01/02/2026	CORE & MAIN LP	WATERLINES MATERIALS, PAR	Y133195	$5,675.00
290515	01/02/2026	CORE & MAIN LP	WATERLINES MATERIALS, PAR	Y150383	$1,468.35
290515	01/02/2026	CORE & MAIN LP	WATERLINES MATERIALS, PAR	Y202618	$4,976.40
290516	01/02/2026	DLT SOLUTIONS LLC	9701-1001828	SI719986	$1,041.24
290516	01/02/2026	DLT SOLUTIONS LLC	9701-1154	SI719986	$1,615.88
290516	01/02/2026	DLT SOLUTIONS LLC	9701-1157	SI719986	$2,652.21

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290516	01/02/2026	DLT SOLUTIONS LLC	9701-1162	SI719986	$289.78
290516	01/02/2026	DLT SOLUTIONS LLC	9701-1167	SI719986	$1,615.88
290516	01/02/2026	DLT SOLUTIONS LLC	9701-6196	SI719986	$1,561.86
290517	01/02/2026	DUKE ENERGY	9100 8506 9125	85069125B6	$1,729.04
290517	01/02/2026	DUKE ENERGY	9100 8511 2973	85112973B6	$257.60
290517	01/02/2026	DUKE ENERGY	9100 8551 9873	85519873B6	$106.42
290517	01/02/2026	DUKE ENERGY	9100 8552 0058	85520058B6	$163.61
290517	01/02/2026	DUKE ENERGY	9100 8552 1421	85521421B6	$379.02
290517	01/02/2026	DUKE ENERGY	9100 8601 4273	86014273C6	$96.18
290517	01/02/2026	DUKE ENERGY	9100 8601 4447	86014447C6	$60.49
290517	01/02/2026	DUKE ENERGY	9100 8815 7407	88157407B6	$146.21
290517	01/02/2026	DUKE ENERGY	9101 9257 7236	92577236B6	$591.76
290518	01/02/2026	FAMILY OWNED SERVICE CO INC	11/04/25 SJF	AN-BVC25245	$650.00
290519	01/02/2026	FIRE-DEX GW LLC	ADVANCED CLEANING COAT &	1-3348	$657.60
290519	01/02/2026	FIRE-DEX GW LLC	ADVANCED INSPECTION COAT	1-3348	$544.85
290519	01/02/2026	FIRE-DEX GW LLC	EACH REPAIRS OF COAT & PA	1-3348	$3,483.54
290520	01/02/2026	FORTILINE INC	SEWER LINES MATERIALS, PA	7177035	$738.00
290520	01/02/2026	FORTILINE INC	WATERLINES MATERIALS, PAR	7139680	$1,345.68
290520	01/02/2026	FORTILINE INC	WATERLINES MATERIALS, PAR	7177035	$738.00
290521	01/02/2026	HERNANDO COUNTY UTILITIES DEPT	C811994-00	C81199400C6	$465.13
290521	01/02/2026	HERNANDO COUNTY UTILITIES DEPT	WV00047-00	WV0004700C6	$35.36
290521	01/02/2026	HERNANDO COUNTY UTILITIES DEPT	WV00048-00	WV0004800C6	$50.10
290521	01/02/2026	HERNANDO COUNTY UTILITIES DEPT	XX00609-00	XX0060900C6	$432.06
290522	01/02/2026	LAKEWOOD CONCRETE CONSTRUCTION INC	EPO DRIVEWAY REPAIR	12172025	$4,600.00
290523	01/02/2026	NATIONS ROOFING CONSTRUCTION LLC	REFUND PERMIT#1487658	1487658	$330.51
290524	01/02/2026	NEXTREQUEST LLC	PUB REC MGMT SOFTWARE	352792	$18,947.31
290525	01/02/2026	PAVEMENT MANAGEMENT GROUP LLC	PROJECT KICKOFF & MANAGME	2115	$25,500.00
290526	01/02/2026	ROLFE AND LOBELLO PA	DED: ROLFE & LOBELLO	PAY576P	$100.00
290527	01/02/2026	TECO PEOPLES GAS	211010935776	12-17-25	$153.99
290528	01/02/2026	VESTIS SERVICES LLC	CLOTHING APPAREL & UNIFOR	5630802147	$64.38
290528	01/02/2026	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630802147	$58.34
290528	01/02/2026	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630801248	$20.37
290529	01/02/2026	WELLS FARGO FINANCIAL / TOSHIBA	10/25-11/25 COPIES	5036806093	$124.46
290529	01/02/2026	WELLS FARGO FINANCIAL / TOSHIBA	11/3-12/2/25 CPR LE	5036243461	$128.23
290529	01/02/2026	WELLS FARGO FINANCIAL / TOSHIBA	12/3-1/2/25 CPR LE	5036806093	$118.21
290529	01/02/2026	WELLS FARGO FINANCIAL / TOSHIBA	12/3-1/2/26 CPR LE	5036622866	$128.23
290529	01/02/2026	WELLS FARGO FINANCIAL / TOSHIBA	12/9-1/8/26 CPR LE	5036689314	$128.23
290529	01/02/2026	WELLS FARGO FINANCIAL / TOSHIBA	9/25-10/25 COPIES	5036622866	$29.17
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307105	1307105C6	$498.83
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307110	1307110B6	$569.86

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290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307114	1307114C6	$535.45
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307117	1307117C6	$456.71
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832481	1832481B6	$394.66
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832774	1832774C6	$86.50
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832776	1832776B6	$42.90
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832780	1832780C6	$2,366.45
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832807	1832807C6	$66.22
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832808	1832808B6	$64.11
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832815	1832815B6	$730.28
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832816	1832816B6	$688.17
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832817	1832817B6	$658.09
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832818	1832818B6	$720.05
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832819	1832819B6	$422.53
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832826	1832826C6	$41.54
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832840	1832840B6	$12,366.82
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832843	1832843C6	$94.51
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832845	1832845B6	$76.26
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832848	1832848B6	$74.89
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832859	1832859B6	$74.14
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832879	1832879B6	$44.59
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949884	1949884B6	$53.15
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949886	1949886C6	$1,326.28
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949888	1949888B6	$610.07
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949889	1949889C6	$207.86
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949892	1949892C6	$64.54
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949900	1949900B6	$70.87
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949901	1949901B6	$2,085.78
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949910	1949910C6	$235.41
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949911	1949911C6	$63.80
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949912	1949912C6	$56.73
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949914	1949914C6	$273.08
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949915	1949915C6	$107.18
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949916	1949916C6	$72.14
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949920	1949920B6	$214.51
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949921	1949921B6	$386.22
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949922	1949922B6	$54.73
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949923	1949923B6	$70.87
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949924	1949924B6	$48.50
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949925	1949925B6	$46.17
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949926	1949926B6	$127.13
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949928	1949928B6	$56.73
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949929	1949929C6	$2,573.69

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949930	1949930B6	$153.94
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949931	1949931B6	$82.06
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949932	1949932B6	$50.92
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949933	1949933B6	$54.51
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949935	1949935B6	$47.45
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949936	1949936B6	$1,383.32
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949940	1949940B6	$42.90
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949947	1949947C6	$45.01
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949948	1949948C6	$1,810.93
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949957	1949957B6	$40.16
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949958	1949958B6	$526.49
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949959	1949959B6	$8,421.16
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949966	1949966B6	$48.71
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949967	1949967B6	$55.05
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949969	1949969B6	$55.15
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949974	1949974C6	$52.09
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949976	1949976B6	$59.59
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949980	1949980C6	$6,331.67
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949981	1949981B6	$7,754.54
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949982	1949982B6	$9,161.28
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949983	1949983C6	$103.17
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949988	1949988B6	$43.00
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2036446	2036446B6	$83.64
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2067575	2067575B6	$91.77
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2087190	2087190B6	$72.56
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2093445	2093445C6	$40.16
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2133301	2133301C6	$274.03
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2143953	2143953B6	$40.16
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2151784	2151784C6	$137.78
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2179617	2179617C6	$390.12
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2197363	2197363B6	$68.66
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2210486	2210486B6	$100.65
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2214291	2214291C6	$101.86
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2248562	2248562B6	$123.86
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2279839	2279839C6	$1,469.54
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2284612	2284612C6	$449.54
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2309999	2309999C6	$264.53
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2345853	2345853C6	$2,539.99
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2351150	2351150B6	$2,927.32
290534	01/02/2026	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2352821	2352821C6	$54.20
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	888011	$23.50

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V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	888012	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	888175	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889006	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889009	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889010	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889011	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889012	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889013	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889014	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889015	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889017	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889184	$113.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889513	$113.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889519	$122.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889529	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889531	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889532	$76.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889536	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889539	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	889540	$23.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	889546	$188.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	889550	$72.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	889701	$29.00
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	890074	$72.50
V530674	01/02/2026	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	890075	$14.50
V530675	01/02/2026	ALL AMERICAN U-CART CONCRETE	CONCRETE READY MIX FOR RD	12-19-25	$412.50
V530676	01/02/2026	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AS NEEDE	86030884	$62.39
V530677	01/02/2026	CLIFFS SEPTIC SERVICES INC	TLT RENT 12/18-01/14	135904	$118.68

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V530677	01/02/2026	CLIFFS SEPTIC SERVICES INC	TLT RENT 12/18-01/14	135905	$118.68
V530678	01/02/2026	CORRECTCARE INTEGRATED HEALTH LLC	WELFARE SVCS NOV 25	HER M&B1125	$1,133.00
V530679	01/02/2026	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	HHS108	$4,615.39
V530679	01/02/2026	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	OMB144	$1,867.00
V530680	01/02/2026	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	736172	$337.00
V530680	01/02/2026	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	736864	$342.00
V530681	01/02/2026	DESIGNLAB INC	UNIFORMS	283167	$8,633.36
V530682	01/02/2026	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7291149	$2,205.00
V530682	01/02/2026	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7291151	$735.00
V530682	01/02/2026	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7291154	$1,470.00
V530682	01/02/2026	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7291157	$514.50
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:302 WKRCMP7380		$53.59
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:303 WKRCMP5509		$5,797.80
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:304 WKRCMP6836		$226.71
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:306 WKRCMP7403		$223.15
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:308 WRKCMP7520		$2,139.58
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:309 WKRCMP7580		$1,458.58
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704		$43,593.53
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:313 WKRCMP8380		$585.39
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:314 WKRCMP8601		$164.39
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:315 WKCMP8810		$15.20
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:316 WKRCMP8810		$589.17
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:318 WKRCMP9015		$1,495.70
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:319 WKRCMP9102		$1,555.13
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:320 WKRCMP9402		$414.83
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:321 WKRCMP9410		$2,158.33
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:323 WKRCMP9403		$2,441.00
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:325 WKRCMP7610		$8.50
V530683	01/02/2026	HC WORKERS COMPENSATION FUND	DED:326 WKRCMP6325		$704.30
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	594212	$10.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	595172	$20.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	596459	$111.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	596686	$37.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	597054	$269.50
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	597350	$10.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	597572	$416.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	597841	$30.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	10/25 BOCC ESCROW	598756	$214.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	599744	$207.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601372	$10.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601425	$80.00

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V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601431	$10.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601432	$50.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601578	$10.00
V530684	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	11/25 BOCC ESCROW	601591	$40.00
V530685	01/02/2026	HERNANDO COUNTY CLERK OF CIRCUIT	STARLINK 11/25-12/25	IT26-027	$65.00
V530686	01/02/2026	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES		$8,195.00
V530686	01/02/2026	HERNANDO COUNTY PROFESSIONAL	DED:180 CHARITY		$7.00
V530688	01/02/2026	HERNANDO COUNTY PROPERTY APPRAISER	FY 25-26 2ND QTR PMT	12-3-25MSBU	$464,654.56
V530689	01/02/2026	INTEGRITY RESOURCES STAFFING INC	272 WE 12/21/25	13-34044	$3,077.34
V530689	01/02/2026	INTEGRITY RESOURCES STAFFING INC	361 WE 12/21/25	13-34045	$1,172.17
V530689	01/02/2026	INTEGRITY RESOURCES STAFFING INC	420 WE 12/14/25	13-34016	$4,172.20
V530690	01/02/2026	KELLY TRACTOR CO	PARKS, VEH ID#15084	E103U0000694	$23,500.00
V530691	01/02/2026	LIFE INS COMPANY OF THE SOUTHWEST	DED:127 LSW - PRE		$698.50
V530691	01/02/2026	LIFE INS COMPANY OF THE SOUTHWEST	DED:128 LSW-POST		$50.00
V530692	01/02/2026	MEGASCAPES LANDSCAPE & MAINTENANCE	SUPPLY, DELIVERY & PLACEM	44302	$484.80
V530692	01/02/2026	MEGASCAPES LANDSCAPE & MAINTENANCE	SUPPLY, DELIVERY & PLACEM	44324	$8,460.45
V530693	01/02/2026	MES SERVICE COMPANY LLC	AIR BAG INSPECTION- INSPE	2393827	$875.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	AIR BAG VISUAL INSPECTION	2393827	$1,950.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	GLPH- GENERAL LABOR - HOU	2393827	$160.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	REGULAR O-RING	2393827	$0.85
V530693	01/02/2026	MES SERVICE COMPANY LLC	RESCUE TOOL BATT. CUTTER	2393827	$1,060.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	RESCUE TOOL BATT. SPREADE	2393827	$1,060.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	RESCUE TOOL BATT. STRONG	2393827	$265.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	RESCUE TOOL BATTERY RAM S	2393827	$1,060.00
V530693	01/02/2026	MES SERVICE COMPANY LLC	TRAVEL CHARGE	2393827	$75.00
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062008	$288.52
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062013	$177.25
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062022	$1,427.92
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062032	$528.50
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062042	$288.52
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062048	$424.10
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062051	$278.62
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062053	$130.00
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062067	$2,141.88
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062072	$167.10
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062076	$2,141.96
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062084	$47.16
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062088	$42.18
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062089	$1,427.92
V530694	01/02/2026	MILLER BROS GIANT TIRE SERVICE INC	TIRES - PURCHASE & REPAIR	10062107	($250.00)

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V530695	01/02/2026	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-153658	$17,481.93
V530695	01/02/2026	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-153659	$4,680.16
V530695	01/02/2026	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-156351	$10,961.84
V530695	01/02/2026	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-153717	$861.45
V530696	01/02/2026	THE PITNEY BOWES BANK INC	8000909011065989	12-5-25	$214.99
V530697	01/02/2026	REDWIRE LLC	ADDITIONAL SERVICE LABOR	622720	$93.75
V530697	01/02/2026	REDWIRE LLC	MONITORING 01/26	625918	$145.50
V530697	01/02/2026	REDWIRE LLC	MONITORING 01/26	625919	$63.00
V530697	01/02/2026	REDWIRE LLC	MONITORING 10/25	613982	$20.00
V530697	01/02/2026	REDWIRE LLC	MONITORING 12/25	621248	$145.50
V530697	01/02/2026	REDWIRE LLC	MONITORING 12/25	621249	$63.00
V530697	01/02/2026	REDWIRE LLC	REPAIR SERVICES, AS NEEDE	613980	$948.25
V530697	01/02/2026	REDWIRE LLC	REPAIR SERVICES, AS NEEDE	614078	$82.50
V530698	01/02/2026	SAMSARA INC	12/25-7/26 GPS/TELEM	310519554581	$3,880.09
V530699	01/02/2026	SOS CARE SOLUTIONS LLC	12/25 MEDICAL DIR SVC	1028	$5,829.16
V530700	01/02/2026	STRYKER SALES CORPORATION	LIFEPAK-FLD-PROCARE	9211114542	$38,340.10
V530700	01/02/2026	STRYKER SALES CORPORATION	LIFEPK35-FLD-PRO	9211114542	$20,595.48
V530700	01/02/2026	STRYKER SALES CORPORATION	LUCAS-FLD-PROCARE	9211114542	$45,651.80
V530700	01/02/2026	STRYKER SALES CORPORATION	POWERLOAD-PROCARE	9211114540	$35,373.60
V530700	01/02/2026	STRYKER SALES CORPORATION	POWERPRO-PROCARE	9211114540	$25,194.00
V530701	01/02/2026	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-548165	$4,800.00
V530701	01/02/2026	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-548166	$7,200.00
V530701	01/02/2026	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-548550	$3,000.00
V530701	01/02/2026	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-548765	$4,800.00
V530701	01/02/2026	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-548766	$10,800.00
V530701	01/02/2026	TYLER TECHNOLOGIES INC	TRAVEL	45-548166	$1,344.90
V530701	01/02/2026	TYLER TECHNOLOGIES INC	TRAVEL	45-548766	$3,450.87
V530702	01/02/2026	WEST FLORIDA AGGREGATES LLC	FDOT LIME ROCK- ROADS	48454	$8,009.16
V530702	01/02/2026	WEST FLORIDA AGGREGATES LLC	FDOT LIME ROCK- ROADS	48761	$8,110.80
V530703	01/02/2026	WSP USA INC	ENGINEERING SERVICES PER	40287963	$10,206.05
Summary					**$1,110,474.34**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Code Enforcement
Prepared By: Jenna Swartzmiller
Initiator: James Terry
DOC ID: 16883
Legal Request Number: 25-718
Bid/Contract Number:

TITLE
Various Satisfactions of Code Enforcement Special Master Liens

BRIEF OVERVIEW
Satisfactions of Lien have been prepared for those who have satisfied a lien imposed by the Special Master for certain code violations. Each satisfaction requires Board approval to release the lien, the Chairman's signature upon it, and for the document to be recorded in the Official Records.

The County received satisfaction for the liens in the total amount of $5,941.80.

FINANCIAL IMPACT
Total Receipt = **$5,941.80**- Allocated as follows:

Revenues:
Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 3540020** - Voil Ord-SP MSTR/Code En - $5,380.00

Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 3699000** - Miscellaneous Revenue - $175.23

Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 3611000** - Interest Operation - $336.57

Expenses:
Fund: 0011 - General Fund, **Department: 01531** - Code Enforcement, **Account: 5304923** - Fees/Costs-Filing Fees - $50.00

LEGAL NOTE
The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the attached Satisfactions of Lien, authorize the Chairman's signature upon them, and direct staff to record them in the Official County Records.

REVIEW PROCESS

James Terry	Approved	01/12/2026 2:32 PM
Erin Dohren	Approved	01/15/2026 9:52 AM
Pamela Hare	Approved	01/15/2026 11:45 AM
Melissa Tartaglia	Approved	01/15/2026 2:55 PM
Heidi Prouse	Approved	01/15/2026 4:03 PM

Toni Brady	Approved	01/21/2026	7:47 PM
Jeffrey Rogers	Approved	01/22/2026	7:15 AM
Colleen Conko	Approved	01/22/2026	8:16 AM

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $590.72(with interest) as reflected in that Special Master's Order of Case No. 332137/332081, recorded on August 2, 2018, by Hernando County, against VILMA RIOS, as recorded in Official Records Book 3609, Page 1670, in the Public Records of Hernando County, Florida.

Mailing Address: *P.O. Box 5973, Spring Hill, FL 34609*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $470.09 (with interest) as reflected in that Special Master's Default Order of Case No. 423118, recorded on October 23, 2025, by Hernando County, against HPA BORROWER 2020 2 ML LLC, as recorded in Official Records Book 4625, Page 1211, in the Public Records of Hernando County, Florida.

Mailing Address: *120 S. Riverside Plz., Ste 2000, Chicago, IL 60606*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $ 725.00 (with interest) as reflected in that Special Master's Order of Case No. 175209, recorded on July 6, 2007, by Hernando County, against RICHARD E. HARRISON, as recorded in Official Records Book 2463, Page 996, in the Public Records of Hernando County, Florida.

Mailing Address: *2001 Boxwood Dr., Franklin TN 37069*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $ 900.00 (with interest) as reflected in that Special Master's Order of Case No. 175209, recorded on November 20, 2007, by Hernando County, against RICHARD E. HARRISON, as recorded in Official Records Book 2511, Page 1051, in the Public Records of Hernando County, Florida.

Mailing Address: *2001 Boxwood Dr., Franklin, TN 37069*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $1,115.00 (with interest) as reflected in that Special Master's Order of Case No. 175209, recorded on July 17, 2008, by Hernando County, against RICHARD E. HARRISON, as recorded in Official Records Book 2579, Page 1410, in the Public Records of Hernando County, Florida.

Mailing Address: *247 Baltusrol Rd., Franklin, TN 37069*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $768.14 (with interest) as reflected in that Special Master's Order of Case No. 424285, recorded on December 18, 2024, by Hernando County, against MICHAEL W. JACKSON, as recorded in Official Records Book 4503, Page 252, in the Public Records of Hernando County, Florida.

Mailing Address: *P.O. Box 10787, Brooksville, FL 34603*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $468.14 (with interest) as reflected in that Special Master's Order of Case No. 426280, recorded on August 13, 2025, by Hernando County, against BRENDAN KYLE SESSA and MICHELLE ANNE HARVEY, as recorded in Official Records Book 4597, Page 1671, in the Public Records of Hernando County, Florida.

Mailing Address: *12073 Robina Rd., Weeki Wachee, FL 34614*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

SATISFACTION OF LIEN

_____
-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of $468.14 (with interest) as reflected in that Special Master's Default Order of Case No. 421363, recorded on August 13, 2025, by Hernando County, against MICHAEL LERNER, as recorded in Official Records Book 4597, Page 1645, in the Public Records of Hernando County, Florida.

Mailing Address: *1133 Unity St., Spring Hill, FL 34609*

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: Melissa Tartaglia
_____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Prepared By & Return To: Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601

Hernando County Code Enforcement Department
Satisfaction of Special Masters (CE) Liens for FY 2025

Lien Satisfaction Document # 16883
Legal Request Number:

Line #			B	C	D	E	F	G	H	I	J	K	L
	Property Address	Key #	Code Enforcement Case #	CVN #	Original Fine	Invest/Admin Costs	County Attorny Fee	Certified Mail Costs	Recording Fee	Lien Amount	Interest	Satisfaction Fee	Amount Paid
	Financial Code				3540020	3540020	3540020	3699000	3699000		3611000	5304923	
1	3037 Overview Lane	1178102	423118	36242	$ 250.00	$ 100.00	$ 100.00	$ 20.09	$ 10.00	**$ 480.09**	$ 3.92	$ 10.00	$ 494.01
2	13113 Unity Street	1136657	421363	35520	$ 250.00	$ 100.00	$ 100.00	$ 18.14	$ 10.00	**$ 478.14**	$ 13.67	$ 10.00	$ 501.81
3	12073 Robina Road	1167196	426280	43065	$ 250.00	$ 100.00	$ 100.00	$ 18.14	$ 10.00	**$ 478.14**	$ 13.91	$ 10.00	$ 502.05
4	11210 Mercedes Street	587546	332137/332081	32387/32388	$ 375.00	$ 125.00	$ 70.00	$ 20.72	$ 10.00	**$ 600.72**	$ 242.98	$ 10.00	$ 853.70
5	5045 Orlando Avenue	194051	175209	7095	$ 740.00	$ 150.00	$ -	$ -	$ -	**$ 890.00**	$ -	$ 10.00	$ 900.00
6	5045 Orlando Avenue	194051	175209	8037	$ 1,000.00	$ 30.00	$ 75.00	$ -	$ -	**$ 1,105.00**	$ -	$ 10.00	$ 1,115.00
7	5046 Orlando Avenue	194051	175209	6264	$ 500.00	$ 215.00	$ -	$ -	$ -	**$ 715.00**	$ -	$ 10.00	$ 725.00
8	7390 Gordon Loop	896463	424285	35024	$ 500.00	$ 150.00	$ 100.00	$ 18.14	$ 10.00	**$ 778.14**	$ 62.09	$ 10.00	$ 850.23
9										**$ -**			$ -
10										**$ -**			$ -
11										**$ -**			$ -
12										**$ -**			$ -
13										**$ -**			$ -
14										**$ -**			$ -
15										**$ -**			$ -
												Total Amount Paid:	$ 5,941.80
Allocation Summary:													
	0011-01531-3540020 (Col D,E+F)				$ 3,865.00	$ 970.00	$ 545.00						$ 5,380.00
	0011-01531-3699000 (Col G+K)							$ 95.23				$ 80.00	$ 175.23
	0011-01531-3611000 (Col J)										$ 336.57		$ 336.57
	0011-01531-5304923 (Col H)								$ 50.00				$ 50.00
	Allocation Total:				$ 3,865.00	$ 970.00	$ 545.00	$ 95.23	$ 50.00	$ 5,525.23	$ 336.57	$ 80.00	$ 5,941.80

$ -

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Planning
Prepared By: William Hunt
Initiator: Omar DePablo
DOC ID: 16955
Legal Request Number:
Bid/Contract Number:

TITLE
Release of Performance Bond and Acceptance of Maintenance Bond for Lake Hideaway Pod C

BRIEF OVERVIEW
Developer Lake Hideaway Community Development District is requesting to release the $10,251,328.00 Performance Bond for Lake Hideaway Pod C and enter into the Maintenance Period for the Lake Hideaway Pod C project. Lake Hideaway Community Development District has met the conditions of the performance bond, and they have posted a Maintenance Bond in the amount of $2,147,671.00 for Lake Hideaway Pod C to secure the related subdivision.

FINANCIAL IMPACT
There are no budgetary impacts associated with the recommended action.

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 26, Article II, Section 26-21 of the Hernando County Code of Ordinances, and Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the release of the Performance Bond for Lake Hideaway Pod C and accept the Maintenance Bond from Lake Hideaway Community Development District in the amount of $2,147,671.00 for Lake Hideaway Pod C for a period of 18 months as required by County ordinance.

REVIEW PROCESS

Omar DePablo	Escalated	01/08/2026 5:18 PM
KayMarie Griffith	Escalated	01/09/2026 5:18 PM
Michelle Miller	Delegated	01/12/2026 8:49 AM
KayMarie Griffith	Approved	01/12/2026 3:20 PM
Michelle Miller	Approved	01/13/2026 7:47 AM
Erin Dohren	Approved	01/15/2026 1:10 PM
Pamela Hare	Approved	01/15/2026 1:37 PM
Natasha Lopez Perez	Approved	01/16/2026 8:39 AM
Heidi Prouse	Approved	01/16/2026 10:36 AM
Toni Brady	Approved	01/21/2026 7:47 PM
Jeffrey Rogers	Approved	01/22/2026 7:10 AM
Colleen Conko	Approved	01/22/2026 8:16 AM

PERFORMANCE BOND

Bond Number 0267251

BY THIS BOND, WE, Lake Hideaway Community Development District as Principal, and Berkley Insurance Company, as Surety, are bound to Hernando County, Florida, a political subdivision of the State of Florida, hereinafter "County," in the sum of ten million two hundred fifty-one thousand three hundred twenty-eight and no/100 Dollars ($ 10,251,328.00) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named Principal has applied, or will apply to the County for approval of a plat of a certain area of land within Hernando County, Florida, to be known as Lake Hideaway Pod C Project, and has agreed, or is required, as a condition to the approval of said plat by the County or pursuant to Land Development Regulations, to install all required, approved or dedicated improvements, which improvements consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the Project; and

WHEREAS, the approval of said plat by the County is further conditioned upon the furnishing of an adequate Surety Bond to the County pursuant to the County's Land Development Regulations.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the Principal:

(a) Shall in all respects comply with the terms and conditions of the approval of said plat, specifically including, but not limited to, the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the Project pursuant to the approved plans and specifications heretofore filed with or approved by the County, and in accordance with the ordinances and regulations of the County; and

(b) Shall complete all improvements within one (1) year after the final plat has received approval from the County through its Board of County Commissioners, unless a longer time for completion shall be allowed by said Board; and

(c) Shall submit written requests for an inspection of all improvements to the County's Utilities and Public Works Departments, as applicable, at least sixty (60) days prior to the termination of the completion period; and

(d) Shall submit an appropriate maintenance guarantee as required by the County's Land Development Regulations; and

(e) County approval of subsections (a), (b), (c) and (d) shall be required before this Bond may be cancelled or released. Principal shall notify County thirty (30) days before cancellation and release.

then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said Surety on this bond and the Surety does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the County if it should elect to proceed with said work upon the failure of the Principal to complete the improvements in connection with the project within one (1) year after final plat approval by the Board of County Commissioners, or any subsequent date provided through an agreement between the Principal and the County for an extension of time.

IT IS FURTHER understood that should Hernando County, Florida be required to institute legal proceedings in order to collect any funds under this bond, Lake Hideaway Community Development District (Principal), shall be responsible for attorney's fees and court costs incurred by the County.

IN WITNESS THEREOF, the Principal and the Surety have caused these presents to be duly executed this 21st day of March, 2025.

Lake Hideaway Community Development District
PRINCIPAL

Witness
Print Name: Courtney Mattern

By:
Name: Michael Lawson
Title: Chairman

Berkley Insurance Company
Surety

Witness
Print Name: Misty Witt

By:
Name: Laura E. Sudduth
Title: Attorney-In-Fact

No. BI-455q-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Mary Ann Garcia; Laura E. Sudduth; Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Stephanie Gross; Reshma Jennie Goonie; Teuta Luri; or Misty Witt of Marsh USA LLC of Houston, TX*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of March, 2025.

_____
Vincent P. Forte

MAINTENANCE BOND

Bond Number 0274728

BY THIS BOND WE, Lake Hideaway Community Development District, as Principal, and Berkley Insurance Company, as Surety, are bound to Hernando County, Florida, a political subdivision of the State of Florida, hereinafter "County", in the sum of ($ 2,147,671.00) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named Principal has applied, or will apply, to the County for approval of a plat of a certain area of land within Hernando County, Florida, to be known as Lake Hideaway , Pod C (Project) and has agreed, or is required, as a condition to the approval of said plat by the County or pursuant to Land Development Regulations, to maintain all required, approved, or dedicated improvements, which improvements consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the Project; and,

WHEREAS, the approval of said plat by the County is further conditioned upon the furnishing of an adequate Surety Bond to the County pursuant to the County's Land Development Regulations.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the Principal:

A. Shall maintain all improvements within the project for a period of eighteen (18) months from the date established by the county for the beginning of the maintenance period; and

B. During such maintenance period, shall provide any maintenance repairs required by the county to ensure the integrity of the improvements, as designed and constructed, is maintained, including but not limited to:

(1) Repair and/or replacement of pavement, culverts, catch basins, etc;

(2) Control of erosion, replacement of sod, removal of soil washed into the street or drainage system;

(3) Maintenance and/or replacement of regulatory signs and markings;

(4) Maintenance of sewer lines, force mains, lift stations and wastewater treatment plants if approved and maintenance of water plants and distribution systems; and

C. Shall reimburse the County or district for any and all repairs it might make to the systems during the maintenance period; and

D. Shall submit written requests for an inspection of all improvements to the County's Utilities and Public Works Departments, as applicable, at least sixty (60) days prior to the termination of the completion period;

then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said Surety on this bond and the Surety does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the County if it should elect to proceed with said work upon the failure of the Principal to maintain the improvements in connection with the Project for a period of eighteen (18) months from the date established by the county for the beginning of the maintenance period, or any subsequent date provided through an agreement between the Principal and the County for an extension of time.

IT IS FURTHER understood that should Hernando County, Florida be required to institute legal proceedings in order to collect any funds under this bond, Lake Hideaway Community Development District (Principal) shall be responsible for attorney's fees and court costs incurred by the County.

IN WITNESS THEREOF, the Principal and the Surety have caused these presents to be duly executed this 22nd day of December, 2025.

Witness Courtney Mattern

Lake Hideaway Community Development District
PRINCIPAL

By: _____
Name: Michael Lawson
Title: Chairman

Witness Mary Ann Garcia

Berkley Insurance Company
SURETY

By: _____
Name: Laura E. Sudduth
Title: Attorney-In-Fact

No. BI-455q-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Mary Ann Garcia; Laura E. Sudduth; Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Stephanie Gross; Reshma Jennie Goonie; Teuta Luri; or Misty Witt of Marsh USA LLC of Houston, TX*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 22nd day of December, 2025

_____
Vincent P. Forte

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16989
Legal Request Number:
Bid/Contract Number:

TITLE
Resolution Proclaiming February 2026 as Black History Month

BRIEF OVERVIEW
Attached is a resolution proclaiming February 2026 as Black History Month in Hernando County. The attached resolution honors the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board adopt the attached resolution proclaiming February 2026 as Black History Month in Hernando County.

REVIEW PROCESS

Jessica Wright	Approved	01/20/2026 8:31 PM
Pamela Hare	Approved	01/21/2026 9:57 AM
Heidi Prouse	Approved	01/21/2026 10:11 AM
Toni Brady	Approved	01/21/2026 7:48 PM
Jeffrey Rogers	Approved	01/22/2026 7:21 AM
Colleen Conko	Approved	01/22/2026 8:15 AM

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 –

WHEREAS, the observance of **BLACK HISTORY MONTH** was proposed in February 1926 by Carter Goodwin Woodson, an author and Harvard-trained historian; and

WHEREAS, as we celebrate the 50th year of **BLACK HISTORY MONTH**, we reflect on the many sacrifices and great contributions African Americans have made to our country; and

WHEREAS, throughout our history, African Americans have courageously worn our Nation's uniform while defending peace and liberty around the globe, and as of present, there are more than 2 million black veterans; and

WHEREAS, African American patriots broke down racial barriers and inspired our Nation to make good on the promise of equal justice under the law; educators transformed the academic world with the goal of ensuring that every child has access to a good education; and athletes and entertainers have brought pride and joy to generations of Americans; and

WHEREAS, today, the accomplishments of African Americans in every aspect of our society continues to encourage people to reach as far as their vision and dreams may take them; and

WHEREAS, as we celebrate **BLACK HISTORY MONTH**, we reaffirm our commitment to build a society where every person can achieve the promise of this great country, and reinforce America's highest ideals – our respect for diversity, community and freedom; and

WHEREAS, this year, the Association for the Study of African American Life and History designates a theme for the year's **BLACK HISTORY MONTH.** For 2026, the theme is,

"A Century of Black History Commemorations"

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim February 2026 as **BLACK HISTORY MONTH** in Hernando County.

SECTION 2. The Board of County Commissioners urge all public officials, educators, librarians, and its citizens to observe this month with appropriate ceremonies, activities and programs in honor of the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development.

ADOPTED in Regular Session this 29th day of January 2026, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Jerry Campbell
Chairman

John Allocco
Commissioner

Ryan Amsler
Vice Chairman

Brian Hawkins
Commissioner

Steve Champion
Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 16938
Legal Request Number:
Bid/Contract Number:

TITLE
Notice of Purchasing Policy Exceptions for December 2025

BRIEF OVERVIEW

Vendor	Exception	Amount	Department
Level Up Retail Services	Vendor started work prior to PO being issued.	$33,500.00	Parks & Recreation
United Rentals North America	Rental unit was extended an additional 4 weeks after PO was closed.	$10,500.00	Landfill
US Water Svcs Corp DBA Technical Sales Corp	Novation agreement process delayed FY25 PO being issued by end of year deadline.	$15,419.20	Utilities
FMLASource, Inc.	Invoice was imported as a PO not a PO invoice it never went through workflow to be paid, PO was closed before invoice was fixed.	$4,166.46	Human Resources
FMLASource, Inc.	Invoice was missed, PO closed before invoice could be processed.	$4,171.20	Human Resources

FINANCIAL IMPACT
N/A

LEGAL NOTE
N/A

RECOMMENDATION
For informational purposes only; no action is required by the Board.

REVIEW PROCESS

Josh Stringfellow	Escalated	01/15/2026 5:19 PM
Ashley Larramore	Approved	01/21/2026 9:55 AM
Douglas Chorvat - FYI	Notified - FYI	01/21/2026 9:55 AM
Pamela Hare	Approved	01/21/2026 10:21 AM
Heidi Prouse	Approved	01/21/2026 1:12 PM
Toni Brady	Approved	01/21/2026 7:48 PM

Jeffrey Rogers	Approved	01/22/2026	7:13 AM
Colleen Conko	Approved	01/22/2026	8:14 AM

RQ 91494
VN 110551
PD 12/19/25
CK 290237

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: 11-13-2025
DEPARTMENT: Parks & Recreation
VENDOR: Level Up Retail Services

DEPT DIRECTOR/
MGR SIGNATURE: [signature] DATE: 11-13-2025

Amount of Invoice: $33,500 **Invoice Date:** 11-01-2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

PLEASE SEE ATTACHED MEMO

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

==========

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

[signature] Date: 11/26/25

Resolution: The department has requested and will receive procurement training.

To process this disbursement, the request must be approved by the County Administrator.

==========

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 12/1/25

==========

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 9:22 am, Dec 16, 2025 Date:

==========

INVOICE

Level Up Retail Services
3336 Palomar
Hurricane, UT 84737

accounting@levelupretailservices.net
+1 (801) 824-7110
www.levelupretailservices.net

Bill to
Hernando County Florida
15470 Flight Path Dr
Brooksville, Florida 34604
USA

Ship to
Hernando County Florida
15470 Flight Path Dr
Brooksville, Florida 34604
USA

Invoice details
Invoice no.: 1399
Terms: Due on receipt
Invoice date: 11/01/2025
Due date: 11/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/01/2025	**Fitness Court Installation**	Installation of NFC Approved Fitness Court Veterans Fitness Court 12254 Spring Hill Spring Hill, Florida 34609 The amount includes Fitness Wall, Tiles, Equipment/Features, Bostik Lock P799 I/O Rubber and Wrap on the Fitness Wall. All tile and border tile were laid, the workout wall was built, and all vinyl was applied to the workout wall. All workout equipment was installed per plan and painted all stencils.	1	$33,500.00	$33,500.00

Total **$33,500.00**

Ways to pay

View and pay

11/06/2025

DEPARTMENT OF PARKS AND RECREATION

16161 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604 ◆ W www.HernandoCounty.us
PARKS P 352.754.4027 ◆ F 352.754.4427 ◆ RECREATION P 352.754.4031 ◆ F 352.754.4415

MEMO

This Purchasing Policy Exception is being requested due to an internal miscommunication during the closing of the FY25 fiscal year, which led to work on a project starting before a purchase order was issued. The Parks & Rec Project Manager solicited bids to have fitness equipment installed at Veterans Park. The bidding for the project closed, and the winning bidder's information was sent to our Finance and Budget technician to request that a PO be issued on August 29th, 2025 (Please see attached). After reviewing the request, a response was emailed that the deadline for new PO's was August 22nd, due to the closing of the fiscal year in September. After that, there was a delay in communications because the Finance and BudgetTechnician was away on vacation. Meanwhile, the work was scheduled to be done the last week in October, at the beginning of the new fiscal year, because the vendors schedule was filling up and the Project Manager wanted to secure a place on their calendar. Due to the lapse of time between the last communications and the vendor arriving to perform the work (8/29-10/28), staff failed to catch the fact that a purchase order had not been issued prior to the work commencing.

REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS
PURCHASING & CONTRACTS DEPARTMENT

THIS IS NOT AN ORDER

352-754-4020, FAX 352-754-4199
15470 FLIGHT PATH DR.
BROOKSVILLE, FL 34604

Quotation No. _____

Date: 08/11/2025

Project Name Veterans Fitness Court

Requesting Department Parks and Recreation

Name: Keith A. Larson
Address: 16161 Flight Path Dr
Brooksville, Fla. 34604

Contact Person: _____ Telephone: 1-352-279-8064 Fax: _____

Date & Time Due for Return of Quote: 08/27/2025 by 5:00 pm.

Please see reverse side for Terms, Conditions and Instructions to Bidders applicable to this Quotation.

ITEM	QUAN.	DESCRIPTION	STOCK NO.	NET PRICE	TOTAL
1	LS	Fitness Wall			$8,500.00
1	LS	Tiles			$10,025.00
1	LS	Equipment/Features			$7,875.00
1	LS	Bostik Lock P799 I/O Rubber			$2,600.00
1	LS	Wrap Lowest Bid		$ 33,500	$4,500.00

QUOTE MUST INCLUDE DELIVERY
FOB DESTINATION 09/29/2025

Destination Delivery Date or Start of Work 09/08/2025

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.
The award may be all or partial being in the best interest of Hernando County.
It is further agreed that prices quoted will remain firm for a minimum period of 60 calendar days from quotation opening date.

Contact Person Submitting Quote: Justin Wright
Firm Name: Level Up Retail Services
Address: 3336 W. Palomar City: Hurricane State: Utah Zip: 84737
Telephone No: 435-229-6054 Fax No: _____ DATE 8/12/2025
PRINT/TYPE NAME: Justin Wright
TITLE: Owner/Operator SIGNATURE: [signature]

Form 11 Quote Form
Created: 12/30/11

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

(Revised Jan.-2014)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

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: 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 : United Financial Casualty Company	11770
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Level Up Retail Services
3336 W Palomar
Hurricane, UT 84737

COVERAGES **CERTIFICATE NUMBER:** 873649587498549705D081125T202454 **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						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	984572759	07/29/2025	07/29/2026	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	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	984572759	07/29/2025	07/29/2026	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hernando County, Florida
1525 E. Jefferson St
Brooksville, FL 34601

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 Pruett

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Progressive Insurance		Level Up Retail Services 3336 W Palomar Hurricane, UT 84737
POLICY NUMBER 984572759		
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 07/29/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

2017 GMC SIERRA 1GT12UEY7HF119838

ACORD 101 (2008/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

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 Guidepost Insurance Services 1902 Wright Place Suite 200 Carlsbad CA 92008	CONTACT NAME: Luis Ponce PHONE (A/C, No, Ext): 877-376-5443 FAX (A/C, No): E-MAIL ADDRESS: poncel@guidepostins.net
INSURED Level Up Retail Services LLC 3336 W Palomar Hurricane UT 84737	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hudson Excess Insurance Company — 14484 INSURER B: The Pie Insurance Company — 21857 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	HBD 10057391-1	07/05/2025	07/05/2026	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 $ 1,000,00 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCPI974487001	03/01/2025	03/01/2026	[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)

Hernando County, Florida is listed as additional insured when required by written contract. Coverage is primary and non contributory and a waiver of subrogation applies to the general liability & workers compensation insurance.

CERTIFICATE HOLDER

Hernando County, Florida
1525 E Jefferson St
Brooksville FL 34601-3537

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

Luis Ponce

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ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
"Any person, entity, or organization with whom you have agreed, in a written contract or agreement, to be added as an Additional Insured on your policy, provided such written contract or agreement is fully executed prior to an "occurrence" in which coverage is sought under this policy."

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

A. In the performance of your ongoing operations; or

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

WAIVER OF SUBROGATION – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person, entity or organization with whom you have agreed, in a written contract or agreement, to waive the transfer or rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy."

A. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We will waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of the ongoing operations of the insured or the insured's work done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.j

All other terms and conditions of this policy remain unchanged.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

MAXIMUM PER POLICY GENERAL AGGREGATE LIMIT: $2,000,000

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A,** and for all medical expenses caused by accidents under Section I – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations subject to the maximum per policy general aggregate limit shown above.
2. The Designated Construction Project General Aggregate Limit, subject to the maximum per policy general aggregate limit shown above, is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above, subject to the maximum per policy general aggregate limit shown above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit subject to the maximum per policy general aggregate limit shown above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit, subject to the maximum per policy general aggregate limit shown above.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit, subject to the maximum per policy general aggregate limit shown above.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Utah Waiver of Subrogation Endorsement

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization as required by written contract within states covered under this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/03/2025 Policy No. WC PI 974487-001 Endorsement No.

Insured LEVEL UP RETAIL SERVICES LLC Premium 2159

Insurance Company Pie Casualty Insurance Company

Countersigned by _____

WC 43 03 05
(Ed. 07-2000)

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RQ 91016
VN 77399
PD 12/19/25
CK 290250

PURCHASING POLICY EXCEPTION FORM

FROM:
DATE: 12/4/2025
DEPARTMENT: Landfill 07602
~~VENDOR:~~ United Rentals

DEPT DIRECTOR/
MGR SIGNATURE: _____ DATE: 12/4/25

Amount of Invoice: $10,500.00 **Invoice Date:** 10/05/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Rental initially issued on PO 25000868 for 8/21/25-9/18/25. Invoice was received which closed PO. The unit rental was extended an additional 4 weeks without a change being done prior to PO closing. This invoice is for the extension period of 9/18/25 - 10/16/25 and has not yet been paid.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

_____ Date: 12/10/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): _____
DATE: ~~for~~ 12/10/25

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 9:26 am, Dec 16, 2025 Date: _____

Non Req # 41016

United Rentals

BRANCH 07F
4321 NORTH US HIGHWAY 301
TAMPA FL 33610
813-626-7368
813-621-9284 FAX

77399

Job Site

LANDFILL
14450 LANDFILL RD
BROOKSVILLE FL 34614-0806

Office: 352-754-4020

298-0.37-05718S23.p01 626345697 1-1 0

HERNANDO COUNTY BOARD OF COUNT
1653 BLAISE DR
BROOKSVILLE FL 34601-3031

4 WEEK BILLING INVOICE

251995159-002 (NY)

Customer #	: 6113783
Invoice Date	: 10/05/25
Date Out	: 08/21/25 09:00 AM
Billed Through	: 10/16/25 00:00
UR Job Loc	: 14450 LANDFILL RD, B
UR Job #	: 6
Customer Job ID:	
P.O. #	: [redacted]
Ordered By	: SCOTT HARPER
Reserved By	: TONY REGNO
Salesperson	: TONY REGNO

Invoice Amount: $10,500.00

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11920836	EXCAVATOR BREAKER 3000-3500# Make: EPIROC Model: EC 135T Serial: DEQ231702		500.00	1,450.00	4,300.00	4,300.00
1	11926295	EXCAVATOR 43000-54999# Make: KOBELCO Model: SK210LC-11 Serial: YN17020755 Meter out: 806.30 Meter in: .00	1,067.00	990.00	2,500.00	6,200.00	6,200.00

Rental Subtotal:	10,500.00
Agreement Subtotal:	10,500.00
Total:	10,500.00

COMMENTS/NOTES:

ONSITE CONTACT: SCOTT HARPER
CELL#: 352-350-4348

Billing period: 28 Days From 9/18/25 09:00 AM Thru 10/16/25 09:00 AM

ENTERED
NOV 25 2025

07602-530440 1

Old PO 25000868

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 25000868

PAGE NO. 1

VENDOR
aregno@ur.com
77399
UNITED RENTALS NORTH AMERICA, INC
7233 ADAMO DRIVE
TAMPA FL 33619

SHIP TO
NORTHWEST LANDFILL
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

PDF Copy

ORDER DATE: 08/19/25	BUYER: MELISSA SCHMIDT	REQ. NO.: RQ250995	REQ. DATE: 09/30/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: 210 EXCAVATOR WITH BREAKE	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is a Piggy-Back off Agency Named: Public Promise Procurement, NACo, Maricopa County, in accordance with its Contract No. 240153-RFP, Hernando County File No. 25-P0223C, BOCC Use Approved on: 01/14/25, Doc ID No. 15138. The Contract Terms and Conditionsapply, and the Purchase Order terms and conditions do not apply to this purchase. This Contract will expire on: 07/31/29. The County Contact Person is: Scott Harper, 352-754-4112 The Contractor Contact is: Tony Regno, 813-626-7368		
01	4300.00	QTY	EXCAVATOR BREAKER 3000-3500 #4 WEEK RENTAL	1.0000	4,300.00
02	6200.00	QTY	EXCAVATOR BREAKER 4300-54999 #4 WEEK RENTAL	1.0000	6,200.00
03	1.00	EA	DELIVERY CHARGE	350.0000	350.00
04	1.00	EA	PICK UP CHARGE	350.0000	350.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	07602	5304401	4,300.00	
02	07602	5304401	6,200.00	
03	07602	5304401	350.00	
04	07602	5304401	350.00	

PAGE TOTAL $	11,200.00
TOTAL $	11,200.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

RQ 90362
VN 75831
PD 12/19/25
CK V530618

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: 11/06/2025
DEPARTMENT: HCUD FINANCE
VENDOR: TECHNICAL SALES CORP — US WATER SERVICES CORPORATION DBA TECHNICAL SALES CORP

DEPT DIRECTOR/
MGR SIGNATURE: _____ DATE: 11/6/25

Amount of Invoice: $15,419.20 **Invoice Date:** 08/20/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

TSC mered with US Water and all documentation was sent to be reviewed by Procurement and Legal.
The Final approval to proceed was received 9/30/25 which did not allow enough time for a FY25 PO to be issued.
As a result, the payment for this invoice was rejected.
EPO 25000770

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

_____ Date: 11/13/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): _____
DATE: 9/8/25

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR _____ Date: _____

APPROVED
By Joshua Stringfellow at 9:24 am, Dec 16, 2025

---

form 20.purchpolexcep.3.17.14.doc 3/18/2014

RECEIVED
By Denise Flores at 12:13 pm, Dec 08, 2

TSC
TECHNICALSALES

INVOICE

Technical Sales Corporation
4621 N Hale Ave
Tampa, FL 33634

Invoice Number: SI125505
Invoice Date: 8/20/2025
Due Date 9/19/2025

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Hernando County Utilities Dept
15365 Cortez Blvd
Brooksville, FL 34601

Customer ID C02901
P.O. Number
WA: 25000770

Job Number:
Job Description:

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
	EBG-103 10HP 208/230 3PH		2	EA	7,709.60	15,419.20
	Pump s/n-C190651/1/1 Pump s/n-C190651/1/2					

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone:
Toll Free:
Email: ar@uswatercorp.net

Subtotal:	**15,419.20**
Total Sales Tax:	0.00
Total USD:	**15,419.20**
Adjustments:	0.00
Amount Due:	**15,419.20**

EPO 25000770

HERNANDO COUNTY
NOTICE OF EMERGENCY PURCHASE ORDER

Instructions. Departments may make emergency purchases, but are required to complete this form. If the emergency occurs after normal duty hours, the emergency form and requisition **shall** be submitted to the Chief Procurement Officer the next business day.

Definitions:

Emergency: Any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property (section 252.34(3), Florida Statutes).

County Ordinance and Purchasing Policy and Procedures 060D:

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Emergency purchase means a procurement of goods and/or services made in response to a requirement when the delay incident to complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the county and/or its citizens.

Vendor Name: Technical Sales Vendor Number: 7416

Address: 4621 N. Hale Ave Tampa, Fl. 33614

Vendor Contact: Chris Crowl Phone #: 813-876-9256 Email: chris@tsctampa.com

Department Contact: Larry Cooper Phone #: 352-754-4490 Ext. 35542

Department #: 07201 Account #: 07201-5305282 Project Code: N/A

Approval Group: AG 100 Ship To Number/Code: 07121 Contract #: N/A Expires: N/A

DATE OF DECLARED EMERGENCY : 06/17/25 **ESTIMATED COST: $** 15,419.20

BRIEF DESCRIPTION OF THE EMERGENCY: Pump in Avalon #3 lift station shorted out, This pump is not on Contract, need to replace pump ASAP to Avoid Lift Station overflow, Purchase of 2- model EB6-103, 10HP

EMERGENCY PURCHASE JUSTIFICATION : (Please check below all that applies to this purchase and attach supporting documentation). Email form and supporting documentation to Procurement.

1. An immediate danger to the public (check all that applies:) ✔ health, ✔ safety, ✔ welfare, or ___ other substantial loss to Hernando County, requires emergency action.
2. Describe the circumstances giving rise to the emergency action (additional documentation may be attached to this request if necessary): Pump in Lift station shorted out.
3. Describe the efforts to obtain pricing information from at least three vendors, or describe the increased immediate danger that would result from such efforts (additional documentation may be attached to this request if necessary): Matching existing pump. Sole source

We recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity. I certify that the information contained in this justification is accurate and complete.

Employee Requesting: Larry Cooper Date: 06/17/25

Department Director/Manager: Date: 06/17/25

Procurement Approver: Fran Hallet Digitally signed by Fran Hallet Date: 2025.06.17 10:17:04 -04'00' Date:

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 25000770

PAGE NO. 1

VENDOR
sales@tsctampa.com
746 FAX: 813-874-1194
TECHNICAL SALES CORP
4621 N HALE AVE
TAMPA FL 33614

PDF Copy

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 06/17/25	BUYER: LBROWN	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO REPL LFT STATION PUMP	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Emergency Purchase is in accordance with Hernando County Procurement Policy. The dollar amount reflected is only a county estimate. The Contractor/Vendor shall provide the final invoice to the County Project Manager detailing the actual costs for the final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. The County Purchase Order Terms and Conditions (T&C) shall prevail. The County Contact Person is: Larry Cooper, Phone Number: (352)754-4490 EXT 35542 The Contractor Contact is: Chris Crowl, Phone Number: (813)876-9256 Email: chris@tsctampa.com		
01	15419.20	JOB	EPO TO REPLACE LIFT STATION PUMP IN AVALON #3	1.0000	15,419.20

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5305282	15,419.20	

PAGE TOTAL $	15,419.20
TOTAL $	15,419.20

PDF Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

P03000047833

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

J. HORNE

APR 17 2025

3/20

Office Use Only

600440717716

12/10/24--01005--007 **210.00

FILED
2025 APR 20 PM 3:18

FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 28, 2025

KAYCEE RUPE
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652 US

SUBJECT: U.S. WATER SERVICES CORPORATION
Ref. Number: P03000047833

We have received your document and check(s) totaling $210.00. However. the enclosed document has not been filed and is being returned to you for the following reason(s):

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Jasmine N Horne
Regulatory Specialist II

Letter Number: 025A00001730

RECEIVED
MAR 20 2025
By

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: U.S. WATER SERVICES CORPORATION
Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Kaycee Rupe
Contact Person

U.S. Water Services Corporation
Firm/Company

4939 Cross Bayou Boulevard
Address

New Port Richey, FL 34652
City/State and Zip Code

krupe@uswatercorp.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kaycee Rupe At (727) 859-3597
Name of Contact Person — Area Code & Daytime Telephone Number

☐ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

FILED
2025 MAR 20 PM 3:18

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the **surviving** entity:

Name	Jurisdiction	Entity Type	Document Number (If known/ applicable)
U.S. Water Services Corporation	Florida	S-CORP	P03000047833

SECOND: The name and jurisdiction of each **merging** eligible entity:

Name	Jurisdiction	Entity Type	Document Number (If known/ applicable)
TECHNICAL SALES CORPORATION	Florida	S-CORP	636954

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FOURTH: Please check one of the boxes that apply to surviving entity:

☑ This entity exists before the merger and is a domestic filing entity.

☐ This entity exists before the merger and is not authorized to transact business in Florida.

☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.

☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.

☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.

☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.

☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

☑ The plan of merger was approved by the shareholders and each separate voting group as required.

☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

☐ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

10/01/2024

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
U.S. WATER SERVICES CORPORATION		GARY DEREMER
TECHNICAL SALES CORPORATION	Kaycee Rupe	KAYCEE RUPE

Corporations:	Chairman, Vice Chairman, President or Officer *(If no directors selected, signature of incorporator.)*
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

RQ 91736
VN 87979
PD 12/26/25
CK 290288

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: 12/11/2025
DEPARTMENT: Human Resources
VENDOR: 87979

DEPT DIRECTOR/
MGR SIGNATURE: [signature] DATE: 12/11/25

Amount of Invoice: $4166.46 **Invoice Date:** 02/03/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Invoice was originally entered as a PO, not a PO invoice so it never went through the workflow process. Per Finance, the PO had no input/direction from the department on what to do with the PO and it was administratively closed.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

==========

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

[signature] Date: 12/15/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

==========

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 12/11/25

==========

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 10:09 am, Dec 18, 2025 Date:

==========

form 20.purchpolexcep.3.17.14.doc 3/18/2014

Vendor # 87979

FMLASource®

A ComPsych® Company

Hernando County
Mary Spencer
15470 Flight Path Drive
Brooksville FL 34604

Invoice 25030820
Date 2/3/2025
Purchase Order

# of Emp	Service Rendered		Price	Net Amount
879	FMLA PROGRAM	Service Period 3/1/2025 to 5/31/2025	$4.74	$4,166.46

Hernando County

Total $4,166.46

Payment Due Upon Receipt

1 Prudential Plaza
130 E. Randolph Suite 700
Chicago, IL 60601
FEIN# 36-4422951

For ACH Payments:

Account Name: Compsych Corporation
Account Number: 18137881
Routing Number: 071000013

www.compsych.com

Please E-Mail Questions or Revision Requests to invoice@compsych.com

DEPARTMENT OF HUMAN RESOURCES
BENEFITS ◆ EMPLOYMENT ◆ WORKERS' COMPENSATION
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4013 ◆ F 352.754.4025 ◆ W www.HernandoCounty.us

December 11, 2025

RE: Purchasing Policy Exception Letter – FMLA Source Invoices

This letter serves to request a Purchasing Policy Exception for two invoices from the previous fiscal year that were not processed in accordance with standard procedures. Currently, there are no open Purchase Orders available to pay these invoices.

1. **Invoice 25030820** – This invoice was entered incorrectly, which caused it to be overlooked by Finance. The corresponding Purchase Order was closed before payment could be issued.
2. **Invoice 25090803** – This invoice was missed from FY25 and was never entered for payment and Purchase Order is now closed.

Because these invoices are from the last fiscal year and no active Purchase Orders remain open, approval through the Purchasing Policy Exception process is required to proceed with payment.

RQ 91737
VN 87979
PD 12/26/25
CK 290288

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: 12/11/2025
DEPARTMENT: Human Resources
VENDOR: 87979

DEPT DIRECTOR/
MGR SIGNATURE: [signature] DATE: 12/11/25

Amount of Invoice: $4171.20 **Invoice Date:** 08/01/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Invoice was missed and never paid. PO is now closed. Service period runs from September 2025 through November 2025 crossing fiscal years.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

==========

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

[signature] Date: 12/15/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

==========

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 12/11/25

==========

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 10:10 am, Dec 18, 2025 Date:

==========

Received 12/16/25

FMLASource®

A ComPsych® Company

Hernando County
Mary Spencer
15470 Flight Path Drive
Brooksville FL 34604

Invoice 25090803
Date 8/1/2025
Purchase Order

# of Emp	Service Rendered		Price	Net Amount
880	FMLA PROGRAM	Service Period 9/1/2025 to 11/30/2025	$4.74	$4,171.20

Hernando County

Total $4,171.20

Payment Due Upon Receipt

1 Prudential Plaza
130 E. Randolph Suite 700
Chicago, IL 60601
FEIN# 36-4422951

For ACH Payments:

Account Name: Compsych Corporation
Account Number: 18137881
Routing Number: 071000013

www.compsych.com

Please E-Mail Questions or Revision Requests to invoice@compsych.com

DEPARTMENT OF HUMAN RESOURCES
BENEFITS ◆ EMPLOYMENT ◆ WORKERS' COMPENSATION

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4013 ◆ F 352.754.4025 ◆ W www.HernandoCounty.us

December 11, 2025

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Because these invoices are from the last fiscal year and no active Purchase Orders remain open, approval through the Purchasing Policy Exception process is required to proceed with payment.

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: County Attorney
Prepared By: Pamela Hare
Initiator: Jon Jouben
DOC ID: 17055
Legal Request Number:
Bid/Contract Number:

TITLE

Notification From Florida Public Service Commission of Commission Conference Agenda to Discuss Joint Petition to Extend Expired Territorial Agreement Between Duke Energy Florida, LLC, and Withlacoochee River Electric Cooperative, Inc.

BRIEF OVERVIEW

Received notice that the Public Service Commission (PSC) will meet on February 3, 2026, to discuss a joint petition from Duke Energy and Withlacoochee River Electric Cooperative (WREC) (PSC Docket No. 20250124-EU) to extend until 2030 their Phase One Territorial Settlement Agreement in Hernando, Citrus and Pasco counties. The current agreement between the two utilities expired on October 10, 2025. It represented a comprehensive resolution of territorial issues in the three-county area and involved transfer of approximately 5,000 customers.

FINANCIAL IMPACT

N/A

LEGAL NOTE

N/A

RECOMMENDATION

No action is required; the item is presented for informational purposes only.

REVIEW PROCESS

Pamela Hare	Approved	01/22/2026 1:32 PM
Heidi Prouse	Approved	01/22/2026 2:24 PM
Toni Brady	Approved	01/22/2026 2:32 PM
Jeffrey Rogers	Approved	01/23/2026 10:52 AM
Colleen Conko	Approved	01/23/2026 10:54 AM

State of Florida

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: January 22, 2026

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Clark, Barrett)
Office of the General Counsel (Thompson)

RE: Docket No. 20250124-EU – Joint petition to extend phase one territorial settlement agreement in Hernando, Citrus, and Pasco Counties, by Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc.

AGENDA: 02/03/26 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Payne

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

On October 14, 2025, Duke Energy Florida, LLC (DEF) and Withlacoochee River Electric Cooperative (WREC) (collectively, joint petitioners) filed an amended joint petition to extend the effective date of their territorial agreement for Hernando, Citrus, and Pasco counties for five years through October 10, 2030.[1] The current agreement between the two utilities expired on October 10, 2025[2], and represented a comprehensive resolution of territorial issues in a three-county area (Citrus, Pasco, and Hernando) and involved the transfer of approximately 5,000 customers. Because of the comprehensive nature of the agreement between the utilities and numerous customer transfers, the Commission allowed a two-phase approach to implement the

[1] The amended filing replaced in its entirety an earlier filing that was incomplete (Document No. 14445-2025, filed on October 10, 2025).
[2] Document No. 15310-2025, DEF and WREC's Response to Staff's First Data Request, No. 4.

agreement.[3] The Commission approved the first phase of the agreement by Order No. PSC-05-0965-PAA-EU[4] and the second phase by Order No. PSC-06-0202-PAA-EU.[5] The instant pleading seeks Commission approval to extend the current agreement for an additional five years.

As for the two phases of the agreement, the Commission directed the utilities to file a status report on the transfer of customers every six months, and the phase one transfers were completed as of the joint status report filed on February 19, 2007.[4] For phase two, the utilities petitioned for an extension on the date of which all transfers were to be completed and was approved by the Commission by Order No. PSC-08-0502-PAA-EU.[6] Due to the utilities explaining operational constraints and good engineering practices, the utilities petitioned to amend the agreement to allow 117 customers to remain in WREC's service territory and 33 customers to be transferred from DEF to WREC. The Commission approved the amended agreement by Order No. PSC-10-0246-PAA-EI, which resulted in the completion of the phase two transfers.

On May 12, 2010, DEF and WREC petitioned to modify their territorial boundaries because of a requirement by Citrus County for DEF to vacate the County's right-of-way that crossed a runway within the Crystal River Airport due to permitting reasons. The Commission approved the modification by Order No. PSC-10-0559-PAA-EU and resulted in the transfer of 31 customers to WREC.[7]

The Commission has jurisdiction over this matter pursuant to Sections 366.04, Florida Statutes (F.S.), and Rule 25-6.0440, Florida Administrative Code, (F.A.C.).

[3] At the time the agreement was entered into, DEF was operating as Progress Energy Florida, Inc.
[4] Order No. PSC-05-0965-PAA-EU, issued October 10, 2005, in Docket No. 20040133-EU, *In re: Petition of Withlacoochee River Electric Cooperative, Inc. to modify territorial agreement or, in the alternative, to resolve territorial dispute with Progress Energy Florida, Inc. in Hernando County.*
[5] Order No. PSC-06-0202-PAA-EU, issued March 14, 2006, in Docket No. 20040133-EU, *In re: Petition of Withlacoochee River Electric Cooperative, Inc. to modify territorial agreement or, in the alternative, to resolve territorial dispute with Progress Energy Florida, Inc. in Hernando County.*
[6] Order No. PSC-08-0502-PAA-EU, issued August 8, 2008, in Docket No. 20080206-EU, *Re: Petition for approval to amend territorial agreement regarding extension of time to finalize Phase II of customer transfers, by Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative.*
[7] Order No. PSC-10-0559-PAA-EU, issued September 7, 2010, in Docket No. 20100282-EU, *In re: Joint petition for approval of amended territorial agreement in Citrus County by Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative.*

Discussion of Issues

Issue 1: Should the Commission approve the joint petition to extend the effective date of the territorial agreement between Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc. for five years through October 10, 2030?

Recommendation: Yes, the Commission should approve the amended joint petition to extend the effective date of the territorial agreement between Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc. The five-year extension date of the agreement should begin on October 10, 2025, and run through October 10, 2030, as requested by the two utility companies. (Clark)

Staff Analysis: Although the current agreement has expired, the joint parties assert their commitment to continue adhering to the terms, conditions, maps, and boundaries set forth in that document.[8] Consequently, the joint petitioners' sole request in this docket is for a five-year extension of the effective date of the territorial agreement they are currently operating under. All other provisions remain unchanged. In response to Staff's First Data Request, the joint parties stated that:

> The parties intend to continue ongoing discussions to file, as needed, an amended territorial agreement based on any changes within the territorial areas of the parties that occurred since the latest amendment. It is the intention of the parties to complete this process as efficiently as possible.[9]

In its joint petition, the parties request an extension of five years through October 10, 2030. No changes to the terms, conditions, maps, and boundaries were proposed. The present parties have shown to have acted in good faith as all relevant customer transfers included in the first and second phases have been completed along with those associated with Order No. PSC-10-0559-PAA-EU.[10]

Rule 25-6.0440(2), F.A.C., provides factors for the Commission to consider when reviewing territorial agreements. Those factors were evaluated and approved by the Commission in Docket No. 20040133-EU.[11] As such, staff believes – in the absence of changes to the agreed-upon terms, conditions, maps, and boundaries – the Commission can consider the instant request without embarking upon a renewed evaluation of critical components of Rule 25-6.0440, F.A.C., including the purchase price of facilities, reliability of electric service, or the potential for uneconomic duplication of facilities.[12] Staff believes extending the effective date of their

[8] Document No. 14548-2025, Amended Joint Petition to Extend Settlement Agreement.
[9] Document No. 15310-2025, DEF and WREC's Response to Staff's Data Request, No. 1.c.
[10] Document No. 15310-2025, DEF and WREC's Response to Staff's First Data Request, Nos. 1, 2, and 3.
[11] Order Nos. PSC-05-0965-PAA-EU and PSC-06-0202-PAA-EU in Docket No. 20040133-EU, Petition of Withlacoochee River Electric Cooperative, Inc. to modify territorial agreement or, in the alternative, to resolve territorial dispute with Progress Energy Florida, Inc. in Hernando County.
[12] See Order No. PSC-08-0502-PAA-EU, issued on August 8, 2008, in Docket No. 20080206-EU, Petition for approval to amend territorial agreement regarding extension of time to finalize Phase II of customer transfers, by Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative.

agreement advances the public's interest since doing so would assist the parties in their efforts to develop and file a revised territorial agreement at the end of the five-year period.

Conclusion

Staff recommends the Commission approve the amended joint petition to extend the effective date of the territorial agreement between Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc. DEF and WREC have represented that they have and will continue to abide by the terms and conditions of the current agreement while they pursue efforts to complete a revised agreement. The present parties have also shown good faith in having completed the ordered customer transfers. The five-year extension date of the agreement should begin on October 10, 2025, and run through October 10, 2030, as requested by the two utility companies.

Issue 2: Should this docket be closed?

Recommendation: Yes, this docket should be closed upon the issuance of a Consummating Order unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the proposed agency action. (Thompson)

Staff Analysis: This docket should be closed upon the issuance of a Consummating Order unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the proposed agency action.

FLORIDA PUBLIC SERVICE COMMISSION

COMMISSION CONFERENCE AGENDA

CONFERENCE DATE AND TIME: Tuesday, February 3, 2026, 9:30 a.m.

LOCATION: Betty Easley Conference Center, Joseph P. Cresse Hearing Room 148

DATE ISSUED: January 22, 2026

NOTICE

Persons affected by Commission action on certain items on this agenda may be allowed to address the Commission, either informally or by oral argument, when those items are taken up for discussion at this conference. These items are designated by double asterisks (**) next to the item number.

To participate informally, affected persons need only appear at the conference and request the opportunity to address the Commission on an item listed on the agenda. Informal participation is not permitted: (1) on dispositive motions and motions for reconsideration; (2) when a recommended order is taken up by the Commission; (3) in a rulemaking proceeding after the record has been closed; or (4) when the Commission considers a post-hearing recommendation on the merits of a case after the close of the record. The Commission allows informal participation at its discretion in certain types of cases (such as declaratory statements and interim rate orders) in which an order is issued based on a given set of facts without hearing. See Florida Administrative Code Rules 25-22.0021 (agenda conference participation) and 25-22.0022 (oral argument).

Conference agendas, staff recommendations, vote sheets, and transcripts are available online at https://www.floridapsc.com, by selecting *Conferences & Meeting Agendas* and *Commission Conferences of the FPSC*. An official vote of "move staff" denotes that the Item's recommendations were approved.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate at this proceeding should contact the Office of Commission Clerk no later than five days prior to the conference at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 or 850-413-6770 (Florida Relay Service, 1-800-955-8770 Voice or 1-800-955-8771 TDD). Assistive Listening Devices are available upon request from the Office of Commission Clerk, Gerald L. Gunter Building, Room 152.

The Commission Conference has a live video broadcast the day of the conference, which is available from the FPSC website. Upon completion of the conference, the archived video will be available from the website by selecting *Conferences & Meeting Agendas*, then *Audio and Video Event Coverage*.

EMERGENCY CANCELLATION OF CONFERENCE: If a named storm or other disaster requires cancellation of the Conference, Commission staff will attempt to give timely notice. Notice of cancellation will be provided on the Commission's website (https://www.floridapsc.com) under the Hot Topics link on the home page. Cancellation can also be confirmed by calling the Office of Commission Clerk at 850-413-6770.

If you have any questions, contact the Office of Commission Clerk at 850-413-6770 or Clerk@psc.state.fl.us.

Table of Contents
Commission Conference Agenda
February 3, 2026

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2** **Docket No. 20250121-GU** – Joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, by Florida City Gas and Florida Public Utilities Company. 2

3**PAA **Docket No. 20250023-WS** – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility. 4

4**PAA **Docket No. 20250124-EU** – Joint petition to extend phase one territorial settlement agreement in Hernando, Citrus, and Pasco Counties, by Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc. 9

Agenda for
Commission Conference
February 3, 2026

ITEM NO.	CASE
1**	**Consent Agenda**
PAA	A) Application for Certificate of Authority to Provide Telecommunications Service.

DOCKET NO.	COMPANY NAME
20250148-TX	Georgia Network Operations Company LLC

Recommendation: The Commission should approve the action requested in the docket referenced above and close this docket.

ITEM NO.	CASE

2** **Docket No. 20250121-GU** – Joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, by Florida City Gas and Florida Public Utilities Company.

Critical Date(s): 06/01/2026 (8-Month Effective Date)

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: IDM: Wooten, Bates, Long, Nave, Pendris
AFD: Gatlin, Holloway, Norris, Vogel
ECO: Hampson, Ward
ENG: Ellis, Sanchez
GCL: Marquez, Stiller

(Tariff Filing)
Issue 1: Are FCG's and FPUC's proposed relocation projects eligible for recovery though the Natural Gas Facilities Relocation Cost Recovery Clause?
Recommendation: Yes, in part. Based on the documentation provided by the Utilities, eight FCG projects, totaling an estimated $12,459,319, and sixteen FPUC projects, totaling an estimated $2,631,671, are eligible for recovery.
Issue 2: Should the Commission approve FCG's proposed natural gas facilities relocation surcharge and associated tariff sheets?
Recommendation: Yes, based on staff's recommendation in Issue 1, the Commission should approve FCG's natural gas facilities relocation surcharge and associated tariff sheets, included as Attachment A to staff's memorandum dated January 22, 2026. Staff has reviewed the surcharge calculations which result in the proposed revenue requirement, using a 10-month recovery period. The proposed tariff should be effective the first billing cycle of March 2026.

ITEM NO.	CASE
2**	**Docket No. 20250121-GU** – Joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, by Florida City Gas and Florida Public Utilities Company.

(Continued from previous page)

Issue 3: Should the Commission approve FPUC's proposed natural gas facilities relocation surcharge and associated tariff sheets?

Recommendation: No, based on staff's recommendation in Issue 1, the Commission should deny FPUC's natural gas facilities relocation surcharge and associated tariff sheets. The Commission should require FPUC to file within 7 days following the date of Commission vote, revised tariff sheets and supporting documentation that result in the Commission-approved relocation projects and associated program revenue requirement. Additionally, the Commission should give staff administrative authority to approve the revised tariffs after reviewing the supporting documentation. The revised tariffs should be effective the first billing cycle of March 2026.

If the Commission denies staff's recommendation in Issue 1 and approves FPUC's requested natural gas facilities relocation projects and associated revenue requirement, the Commission should approve FPUC's facility relocation surcharge and associated tariff sheets as filed in response to staff's Fourth Data Request No. 1. The tariffs should be effective the first billing cycle of March 2026.

Issue 4: Should this docket be closed?

Recommendation: If a protest is filed within 21 days of the issuance of the Order by a person whose substantial interests are affected, the tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed either upon the issuance of a Consummating Order or administratively by staff.

ITEM NO.	CASE

3**PAA

Docket No. 20250023-WS – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility.

Critical Date(s): 06/03/26 (15-Month Effective Date (SARC))

Commissioners Assigned: All Commissioners
Prehearing Officer: Ortega

Staff: ENG: Ramirez-Abundez, King, Ramos, Smith II
AFD: Cohn, G. Kelley
ECO: Bruce, Hudson, Sibley
GCL: Imig, Augspurger

(Proposed Agency Action - Except for Issue Nos. 13, 14, and 15)
Issue 1: Is the quality of service provided by Grenelefe satisfactory?
Recommendation: No. While the Utility is in compliance with the Department of Environmental Protection (DEP) standards, staff recommends that the Utility's attempt to address customer satisfaction could be improved. In addition, staff has identified managerial issues, such as the Utility's failure to maintain required complaint and service interruption records. As such, staff recommends that Grenelefe's quality of service be considered marginal, but that no penalty be imposed at this time. Staff further recommends that the Utility meet with its customers within three months of issuance of the Consummating or Final Order to discuss its quality of service issues. The Office of Public Counsel and Commission staff should be timely made aware of the meeting date, place, and time. Lastly, within one month after such meeting with its customers, the Utility shall file a report in this docket summarizing the results of the meeting.
Issue 2: Are the infrastructure and operating conditions of Grenelefe's water and wastewater system in compliance with DEP regulations?
Recommendation: Yes. Grenelefe's water and wastewater treatment facilities are in compliance with DEP regulations.
Issue 3: What are the used and useful (U&U) percentages of Grenelefe's water treatment plant (WTP), WWTP, water distribution, and wastewater collection systems?
Recommendation: Grenelefe's WTP, WWTP, water distribution, and wastewater collections systems should be considered 100 percent U&U. Additionally, staff recommends that a 53.9 percent adjustment to purchased power and chemicals should be made for excessive unaccounted for water (EUW). No adjustment is recommended for excessive infiltration and inflow (I&I).
Issue 4: What is the appropriate average test year rate base for Grenelefe?
Recommendation: The appropriate average test year rate bases for Grenelefe are $1,866,312 for water and $1,241,585 for wastewater. Further, staff recommends the Utility be required to submit a report no later than November 30, 2026, detailing the status of each Commission-approved pro forma project.

ITEM NO.	CASE
3**PAA	**Docket No. 20250023-WS** – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility.

(Continued from previous page)

Issue 5: What is the appropriate return on equity and overall rate of return for Grenelefe?
Recommendation: The appropriate return on equity (ROE) is 10.51 percent with a range of 9.51 percent to 11.51 percent. The appropriate overall rate of return is 9.00 percent.
Issue 6: What are the appropriate test year revenues for Grenelefe's water and wastewater system?
Recommendation: The appropriate test year operating revenues for Grenelefe's are $291,545 for the water system and $254,027 for the wastewater system.
Issue 7: What is the appropriate amount of operating expense for Grenelefe?
Recommendation: The appropriate amount of operating expense for Grenelefe is $571,555 for water and $575,941 for wastewater.
Issue 8: Does Grenelefe meet the criteria for application of the operating ratio methodology?
Recommendation: No, Grenelefe does not meet the requirement for application of the operating ratio methodology for calculating the revenue requirement.
Issue 9: What is the appropriate revenue requirement for Grenelefe?
Recommendation: The appropriate revenue requirement is $739,456 for water and $687,638 for wastewater, resulting in an annual increase of $447,911 (153.63 percent) for water and $433,611 (170.69 percent) for wastewater.
Issue 10: What are the appropriate rate structure and rates for Grenelefe's water and wastewater systems?
Recommendation: The recommended rate structure and monthly water and wastewater rates are shown on Schedule Nos. 4-A and 4-B of staff's memorandum dated January 22, 2026. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice.

ITEM NO.	CASE

3**PAA **Docket No. 20250023-WS** – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility.

(Continued from previous page)

Issue 11: What are the appropriate initial customer deposits for Grenelefe?
Recommendation: The appropriate initial customer deposits for the residential 5/8 inch x 3/4 inch meter size should be $72 and $89 for water and wastewater. Additionally, non-potable water customer deposits should be removed. The initial customer deposit for all other residential meter sizes and all general service meter sizes should be two times the average estimated bill for water. The approved initial customer deposits should be effective for connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, F.A.C. The Utility should be required to collect the approved deposits until authorized to change them by the Commission in a subsequent proceeding.
Issue 12: Should Grenelefe's requested service availability charges be approved?
Recommendation: The service availability charges requested by Grenelefe should not be approved. Staff recommends service availability charges should be set as a plant capacity charge of $147 for water and $1,138 for wastewater. The Utility should file a revised tariff sheet to reflect the Commission-approved charges. The approved charges shall be effective for connections made on or after the stamped approval date on the tariff sheet. In addition, the approved charges should not be implemented until staff has approved the proposed customer notice and the notice has been received by property owners who requested service beginning 12 months prior to the establishment of this docket. The Utility shall provide proof of noticing within 10 days of rendering the approved notice.
Issue 13: What is the appropriate amount by which rates should be reduced four years after the published effective date to reflect the removal of the amortized rate case expense?
Recommendation: The rates should be reduced as shown on Schedule Nos. 4-A and 4-B of staff's memorandum dated January 22, 2026, to remove rate case expense grossed-up for RAFs and amortized over a four-year period. Pursuant to Section 367.081(8), F.S., the decrease in rates should become effective immediately following the expiration of the rate case expense recovery period. Grenelefe should be required to file revised tariffs and a proposed customer notice setting forth the lower rates and rationale no later than one month prior to the effective date of the new rates. If the Utility files revised tariffs reflecting this reduction in conjunction with a price index or pass-through rate adjustment, separate data should be filed for the price index and/or pass-through increase and the reduction in the rates due to the amortized rate case expense.

ITEM NO.	CASE

3**PAA **Docket No. 20250023-WS** – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility.

(Continued from previous page)

Issue 14: Should the recommended rates be approved for Grenelefe on temporary basis, subject to refund with interest, in the event of a protest filed by a party other than the Utility?

Recommendation: Yes. Pursuant to Section 367.0814(7), F.S., the recommended rates should be approved for the Utility on a temporary basis, subject to refund with interest, in the event of a protest filed by a party other than the Utility. Grenelefe should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the temporary rates should not be implemented until staff has approved the proposed notice, and the notice has been received by the customers. Prior to implementation of any temporary rates, the Utility should provide appropriate security.

If the recommended rates are approved on a temporary basis, the rates collected by the Utility should be subject to the refund provisions discussed below in the staff analysis portion of staff's memorandum dated January 22, 2026. In addition, after the increased rates are in effect, pursuant to Rule 25-30.360(6), F.A.C., the Utility should file reports with the Commission's Office of Commission Clerk no later than the 20th of each month indicating the monthly and total amount of money subject to refund at the end of the preceding month. The report filed should also indicate the status of the security being used to guarantee repayment of any potential refund.

Issue 15: Should Grenelefe be required to notify the Commission within 90 days of an effective order finalizing this docket, that it has adjusted its books for all the applicable National Association of Regulatory Utility Commissioners' Uniform System of Accounts (NARUC USOA) primary accounts?

Recommendation: Yes. Grenelefe should be required to notify the Commission, in writing, that it has adjusted its books in accordance with the Commission's decision. The Utility should submit a letter within 90 days of the Commission's final order in this docket, confirming that the adjustments to all applicable NARUC USOA primary accounts have been made to the Utility's books and records. In the event the Utility needs additional time to complete the adjustments, a notice providing good cause should be filed not less than seven days prior to the deadline requesting an extension. Upon providing a notice of good cause, staff should be given administrative authority to grant an extension of up to 60 days.

ITEM NO.	CASE
3**PAA	**Docket No. 20250023-WS** – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility.

(Continued from previous page)

Issue 16: Should this docket be closed?
Recommendation: No. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order should be issued. The docket should remain open for staff's verification that the revised tariff sheets and customer notice have been filed by the Utility and approved by staff. In addition, this docket should remain open until (1) the report with the summary of the results of the customer meeting and (2) the report detailing the status of each of the Commission approved pro-forma projects has been submitted by the Utility. Once these actions are complete, this docket should be closed administratively.

ITEM NO.	CASE

4**PAA

Docket No. 20250124-EU – Joint petition to extend phase one territorial settlement agreement in Hernando, Citrus, and Pasco Counties, by Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Payne

Staff: ECO: Clark, Barrett
GCL: Thompson

Issue 1: Should the Commission approve the joint petition to extend the effective date of the territorial agreement between Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc. for five years through October 10, 2030?
Recommendation: Yes, the Commission should approve the amended joint petition to extend the effective date of the territorial agreement between Duke Energy Florida, LLC and Withlacoochee River Electric Cooperative, Inc. The five-year extension date of the agreement should begin on October 10, 2025, and run through October 10, 2030, as requested by the two utility companies.
Issue 2: Should this docket be closed?
Recommendation: Yes, this docket should be closed upon the issuance of a Consummating Order unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the proposed agency action.

Meeting: 01/29/2026
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16940
Legal Request Number:
Bid/Contract Number:

TITLE

Notification From Southwest Florida Water Management District of Total Habitat Restored Within District

BRIEF OVERVIEW

Received the attached letter from the Southwest Florida Water District (SWFWMD or "District") notifying of the total habitat restored within the District. Since 1984, 107.8 acres have been permanently impacted in Hernando County, and 1,756 acres of wetland and adjacent upland habitats have been restored or created. A chart outlining each county's total habitat restored within the District is enclosed for the Board's information.

FINANCIAL IMPACT

NA

LEGAL NOTE

NA

RECOMMENDATION

For information purposes only; no action is required.

REVIEW PROCESS

Pamela Hare	Approved	12/30/2025 8:58 AM
Heidi Prouse	Approved	01/05/2026 1:25 PM
Toni Brady	Approved	01/06/2026 8:27 PM
Jeffrey Rogers	Approved	01/06/2026 11:34 PM
Colleen Conko	Approved	01/07/2026 2:16 PM

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

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Hillsborough
Jim Turner
Charlotte, Sarasota
Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

December 17, 2025

RECEIVED
DEC 26 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Mr. Jeff Rogers, County Administrator
Hernando County Government
15470 Flight Path Dr.
Brooksville, Florida 34604

Dear Mr. Rogers:

The Southwest Florida Water Management District's (District) mission is to protect water resources, minimize flood risks, and ensure the public's water needs are met. The District's responsibilities can be grouped under four general areas which form our core mission: water supply, water quality, natural systems and flood protection.

This letter specially addresses our goal for the natural systems area of responsibility. As outlined in our Strategic Plan, the goal for natural systems is to preserve, protect and restore natural systems to support their natural hydrologic and ecologic functions.

As described in Governing Board Policy Annual Habitat Letter, the District is providing elected officials and administrators with updated information regarding permitted wetland impacts, mitigation and habitat restoration activities within the District's boundaries. The restoration efforts by our staff and partners tie directly to our natural systems goal.

Since 1984, the District has seen 12,329 acres of wetlands habitat impacted through District permits. During this same period, the District, through projects or permit requirements, has restored or created 50,801 acres of wetlands and adjacent upland habitat; a net gain of 38,472 acres (see chart enclosed).

In Hernando County, during the same time, there have been 107.8 acres of impacts while 1,756 acres of wetland and adjacent upland habitats have been restored or created. This accomplishment is an example of the importance of preserving these systems to support their natural hydrologic and ecologic functions.

We invite you to read more about our initiatives in our Strategic Plan available on our webpage, WaterMatters.org

Sincerely,

Brian Armstrong, P.G.
Executive Director

Enclosure: Habitat Chart

2025 Total Habitat Restored
Southwest Florida Water Management District

County	Since 1984 Total Permanently Impacted Acres Through ERP Permitting (Approximately)	Since 1984 Total Acres Restored Through District Efforts (Approximately)
Charlotte	581.4	1,993.6
Citrus	79.5	2,129.7
DeSoto	246.3	987.8
Hardee	111.8	91.6
Hernando	107.8	1,756.0
Highlands	64.7	133.4
Hillsborough	2,196.3	8,499.1
Lake	116.9	436.3
Levy	4.9	-
Manatee	1,127.1	4,022.9
Marion	23.4	1,402.1
Pasco	2,447.1	11,423.2
Pinellas	540.4	2,500.5
Polk	2,978.7	8,651.6
Sarasota	1,261.8	3,636.7
Sumter	440.7	3,136.3
Grand Total	**12,328.8**	**50,800.8**
	Net Habitat Restoration Gained Within the District	**38,472**

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Audit Services
Prepared By: Vicky Sizemore
Initiator: Doug Chorvat
DOC ID: 16952
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal From Clerk of Circuit Court and Comptroller Audit Services Department of Management Action Plan Status Report of Tourist Department and Building Department Audits Dated December 31, 2025

BRIEF OVERVIEW
Attached is a copy of the Management Action Plan Status Report.

FINANCIAL IMPACT
For informational purposes only.

LEGAL NOTE
None.

RECOMMENDATION
This item is informational only and no action is required by the Board.

REVIEW PROCESS

Douglas Chorvat - FYI	Notified - FYI	01/05/2026	11:35 AM
Pamela Hare	Approved	01/05/2026	5:13 PM
Heidi Prouse	Approved	01/06/2026	9:46 AM
Toni Brady	Approved	01/06/2026	8:26 PM
Jeffrey Rogers	Approved	01/08/2026	10:34 AM
Colleen Conko	Approved	01/08/2026	12:37 PM

Hernando County Clerk of Circuit Court
Audit Services Department
Management Action Plan Status Report

of
Tourist Department and
Building Department Audits
December 31, 2025

MANAGEMENT LETTER

TO: Jeffrey Rogers, County Administrator

VIA: The Honorable Douglas A. Chorvat, Jr.

FROM: Elizabeth Hogan, CIA, CFE, Chief Internal Auditor

DATE: December 31, 2025

SUBJECT: Management Action Plan Status Report for Tourist Development and Building Department Audits

The Audit Services Department is monitoring the implementation of management's actions that were identified in the original Tourist Development Expenditures and the Building Permit and Impact Fees Revenue Audits. The audit team evaluated the actions taken by management through limited testing and communication with key personnel.

The purpose of monitoring is to provide management with results and information concerning the activities reviewed and to assist in the discernment and implementation of specific improvements. It is not an appraisal or rating of management. A copy has been forwarded to the Board of County Commission as an agenda "correspondence to note" item.

Although the audit team exercised due professional care, this should not be construed to mean that unreported noncompliance or irregularities do not exist. The deterrence of fraud and/or employee abuse is the responsibility of management. Audit procedures alone do not guarantee that fraud or abuse will be detected.

The courtesy and cooperation extended by the employees of the Hernando County Tourist Development, Building, and Zoning Departments during the review were sincerely appreciated.

If you have any questions, concerns, or need additional information in regard to this review, please do not hesitate to contact Audit Services at (352) 540-6235, or just stop by our offices in Room 300C.

Copy: Valerie Pianta, Economic Development Director
Omar DePablo, Development Services Director

Copy: **Board of County Commissioners**
Chairman Jerry Campbell
Commissioner John Allocco
Commissioner Ryan Amsler
Commissioner Steve Champion
Commissioner Brian Hawkins

Copy: **Audit Services Planning & Priorities Committee**
The Honorable Doug Chorvat, Jr., CPM, CGCIO, Clerk of Circuit Court and Comptroller
Toni Brady, MBA, CPM, CGFO, Deputy County Administrator
Erin Dohren, Management and Budget Director
Jon Jouben, Esq., County Attorney
Jeffrey Rogers, PE, County Administrator
Joshua Stringfellow, CPA, Chief Financial Officer
Jeff Wolf, CPA, Partner, Forvis Mazars, LLP

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1. Tourist Development Expenditures.....8
2. Building Permit and Impact Fee Revenues.....9

Executive Summary

The Audit Services Department (ASD) performed a review of the Tourist Development Expenditures Audit, dated October 25, 2023, and the Building Permit and Impact Fees Revenue Audit, dated October 21, 2024. The purpose of the review was to determine the status of management's corrective actions from the prior audits for items deemed to be of higher risk. The results of this review are outlined below.

Tourist Development

Opportunity for Improvement

For vendor(s) used on a consistent basis, obtain bids/quotes for work performed (if applicable) and issue purchase order

The audit team reviewed the following:

- Blanket Purchase Order obtained from vendor
- Quotes obtained from vendors for a new Purchase Order

Opportunity for Improvement

Obtain competitive bids/quotes for marketing services

The audit team reviewed the following:

- A Request for Proposal (RFP) in process for marketing and advertising services

The actions taken by management have been confirmed and no further monitoring is deemed necessary.

Building Department

Opportunity for Improvement

Verify that the BLDSYS rate table agrees to the BOCC approved rate schedule

The following items were reviewed by the audit team:

- Impact Fees for permit applications from the Cash Receipt Report dated 4/21/25
- Impact Fees and Impact Surcharge Fees for permit applications in the Benton Hills and Trilby Crossing subdivisions located within the I75/SR50 PDD between 9/30/23 and 9/8/25
- Ordinance 2007-16 and Ordinance 2024-10

Although impact fees were accurately input into the system, some impact fees were charged incorrectly. Impact fees were charged based on the prior approved fee schedule because the application date was used instead of the issuance date as outlined in Ordinance 2024-10. In addition, Surcharge Impact Fees for the I75/SR50 PDD were inconsistently collected. These fees were either not collected or were collected based on the prior approved fee schedule.

The ASD has determined that management actions have been partially implemented and will continue to monitor the progress of the implementation.

TOURIST DEVELOPMENT			Implementation Status		
Opportunity for Improvement	**Management Action Plans**	**Audit Update**	**Implemented**	**Partially Implemented**	**Not Implemented**
For vendor(s) used on a consistent basis, obtain bids/quotes for work performed (if applicable) and issue purchase order.	We worked with procurement to establish a blanket PO for the vendor in question this year. We recently realized the remaining amount on the PO may not be enough for this fiscal year, so we moved forward with hourly quotes in order to complete a new PO for typesetting services.	The corrective actions taken by management have been implemented and confirmed.	✓		
Obtain competitive bids/quotes for marketing services.	We are in the process of completing the RFP for a marketing and advertising agency to coordinate all media purchases. In the meantime, we are not using the website vendor for any advertising services to avoid any confusion.	The corrective actions taken by management have been implemented and confirmed.	✓		
BUILDING PERMIT-IMPACT FEES			**Implementation Status**		
Opportunity for Improvement	**Management Action Plans**	**Audit Update**	**Implemented**	**Partially Implemented**	**Not Implemented**
Verify that the BLDSYS rate table agrees to the BOCC approved rate schedule.	The fee tables have been updated to reflect the current BOCC approved fee schedule amounts. The fee tables will be reviewed every three years, and any required updates will be brought before the BOCC for consideration. Update Response:	The ASD will continue to monitor the progress of the implementation.		✓	

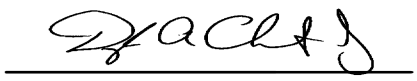
Acknowledgement

Fieldwork was performed by: Vicky Sizemore, Internal Auditor

Management's response was provided by: Omar DePablo, Development Services Director

Management's response was approved by: Toni Brady, Deputy County Administrator

This report was reviewed and authorized by Douglas A. Chorvat, Jr., Clerk of Circuit Court and Comptroller.



Douglas A. Chorvat, Jr.

12/31/2025

Date

Discussion Points
Management Actions

TOURIST DEVELOPMENT	Tourist Development Expenditures	PROJECT 307d

OPPORTUNITY FOR IMPROVEMENT

For vendor(s) used on a consistent basis, obtain bids/quotes for work performed (if applicable) and issue purchase order.

MANAGEMENT UPDATE:

We worked with procurement to establish a blanket PO for the vendor in question this year. We recently realized the remaining amount on the PO may not be enough for this fiscal year, so we moved forward with hourly quotes in order to complete a new PO for typesetting services.

AUDIT UPDATE:

The actions taken by management have been confirmed and no further monitoring is deemed necessary.

OPPORTUNITY FOR IMPROVEMENT

Obtain competitive bids/quotes for marketing services.

MANAGEMENT UPDATE:

We are in the process of completing the RFP for a marketing and advertising agency to coordinate all media purchases. In the meantime, we are not using the website vendor for any advertising services to avoid any confusion.

AUDIT UPDATE:

The actions taken by management have been confirmed and no further monitoring is deemed necessary.

BUILDING DEPARTMENT	Building Permit and Impact Fees Revenue	PROJECT 307f

OPPORTUNITY FOR IMPROVEMENT

Verify that the BLDSYS rate table agrees to the BOCC approved rate schedule.

MANAGEMENT UPDATE:

A formal recurring review of current BOCC approved fee schedule amounts will be conducted every two years, with interim spot-checks to be performed annually to ensure fee tables align with the current BOCC fee schedule rates. These reviews will be performed by the Operations Manager and/or the Assistant Operations Manager.

AUDIT UPDATE:

Although impact fees were accurately input into the system, some impact fees were charged incorrectly. Impact fees were charged based on the prior approved fee schedule because the application date was used instead of the issuance date as outlined in Ordinance 2024-10. In addition, Surcharge Impact Fees for the I75/SR50 PDD were inconsistently collected. These fees were either not collected or were collected based on the prior approved fee schedule.

During fieldwork, the Zoning Department contacted the contractor(s) to collect some of those Surcharge Impact fees for the I75/SR50 PDD.

Out of 218 permit applications reviewed, 138 (63%) were inaccurately charged. The total amount of uncollected fees relating to Impact and Surcharge fees was $284,851.10 which are detailed in the following table.

138 APPLICATIONS		DESCRIPTION	AMOUNT
95	69%	Impact Surcharge Fees Not Collected	$134,337.50
29	21%	Both the Impact and Impact Surcharge Fees Were Incorrect	$118,499.80
4	3%	Only Impact Surcharge Fees Were Incorrect	$1,894.25
5	4%	Impact Fees Incorrect and Impact Surcharge Fee Not Collected	$26,754.00
5	4%	Only Impact Fees Were Incorrect	$3,365.55
TOTAL UNCOLLECTED			**$284,851.10**

The ASD has determined that management actions have been **partially implemented** and will continue to monitor the progress of the implementation.

UPDATED MANAGEMENT RESPONSE:

In response to this audit, I would like to outline the precautionary actions that have been implemented to prevent similar issues in the future. Development Services is currently in the process of implementing a new program (Tyler) that will automatically apply the required overlay fees to each new single-family permit.

Additionally, the Zoning Department has corrected the ordinance language to accurately reflect the fee requirements for new single-family homes. The Division was previously unaware that applications submitted after December 2 were subject to the new fee, which resulted in 33 permits being assessed an incorrect impact fee.

Until the new program is fully implemented, the Zoning Department is utilizing a tracking spreadsheet to monitor all new single-family permits within the overlay district. Once the fee discrepancies were identified, Zoning immediately contacted the affected applicants to recover funds for permits that had not yet been finalized. As a result of these efforts, the Department was able to recoup $110,310.10.

TITLE
Update Regarding Weeki Wachee River Submerged Aquatic Vegetation Restoration Project Six Months Post Installation

BRIEF OVERVIEW
The sixth monthly maintenance event for the Weeki Wachee River Submerged Aquatic Vegetation (SAV) Restoration Project occurred on November 18, 2025. Both unprotected and protected planting units are showing very encouraging signs of growth and expansion throughout the river six months post-installation.

There are no recommendations or rectifications at this time, the supplemental planting units will continue to be monitored. Maintenance will continue for the next six months, with the seventh event taking place in December 2025.

FINANCIAL IMPACT
None at this time.

LEGAL NOTE
Not applicable.

RECOMMENDATION
For informational purposes only, no action is required from the Board.

REVIEW PROCESS

Pamela Hare	Approved	01/16/2026	2:52 PM
Heidi Prouse	Approved	01/20/2026	1:03 PM
Toni Brady	Approved	01/21/2026	7:49 PM
Jeffrey Rogers	Approved	01/22/2026	7:16 AM
Colleen Conko	Approved	01/22/2026	8:14 AM

Weeki Wachee River SAV Restoration Project

Month 6 Maintenance & Supplemental Planting Report

FDEP PERMIT NUMBER: 27-0192455-004-EI

USACE PERMIT NUMBER: SAJ-2019-01203

Prepared On:
December 5th, 2025

Prepared For:
Fish & Wildlife Foundation of Florida
P.O. Box 1101
Tallahassee, Florida 32302
Attn: Tindl Rainey

Prepared By:
Bailey Koronich
Sea & Shoreline, LLC
4331 Cockroach Bay Rd
Ruskin, FL 33570

Date of Work Accomplished

The sixth monthly maintenance event for the Weeki Wachee River SAV Restoration Project was performed on November 18th, 2025.

Tasks Accomplished

1. Monitored Plant Growth and Survival
2. Removed biofouling from the GrowSAV™ Herbivory Exclusion Devices
3. Installed Supplemental Planting Units

Task Description

1. **Monitored Plant Growth and Survival –** A team of Sea & Shoreline biologists monitored planting units. Plant growth and survival were noted, and any displaced planting units were carefully replanted by hand. Monitoring was performed in water using a mask and snorkel.

2. **Removed biofouling from the GrowSAV™ Herbivory Exclusion Devices –** Biofouling that had accumulated on the top and side mesh of the GrowSAV™ Herbivory Exclusion Devices was removed by a team of Sea & Shoreline biologists using stiff-bristled scrub brushes. All biofouling removal was performed in water using a mask and snorkel.

3. **Installed Supplemental Planting Units –** *Vallisneria neotropicalis* four-inch peat pot planting units were installed within GrowSAV™ Devices at Site 5.

Notes and Event Summary

Month 6 Maintenance and Monitoring Event

The sixth monthly maintenance event for the Weeki Wachee River SAV Restoration Project occurred on November 18th, 2025. The GrowSAV™ Herbivory Exclusion Devices exhibited light levels of biofouling, consisting mainly of settled sediments, filamentous algae and entrapped leaf litter. Sea & Shoreline biologists removed biofouling from the top and side mesh on mask and snorkel using stiff-bristled scrub brushes.

Both unprotected and protected planting units are showing very encouraging signs of growth and expansion throughout the river six months post-installation. It is estimated that *V. neotropicalis* is present in 108/132 (81%) of the GrowSAV™ Herbivory Exclusion Devices, with coverages ranging from 1 to 4 on the Braun-Blanquet coverage scale (<5% - 75%). After the recent King Tide event, the overall survival rate of protected units has decreased since the last maintenance event due to the influx of saltwater at Site 5.

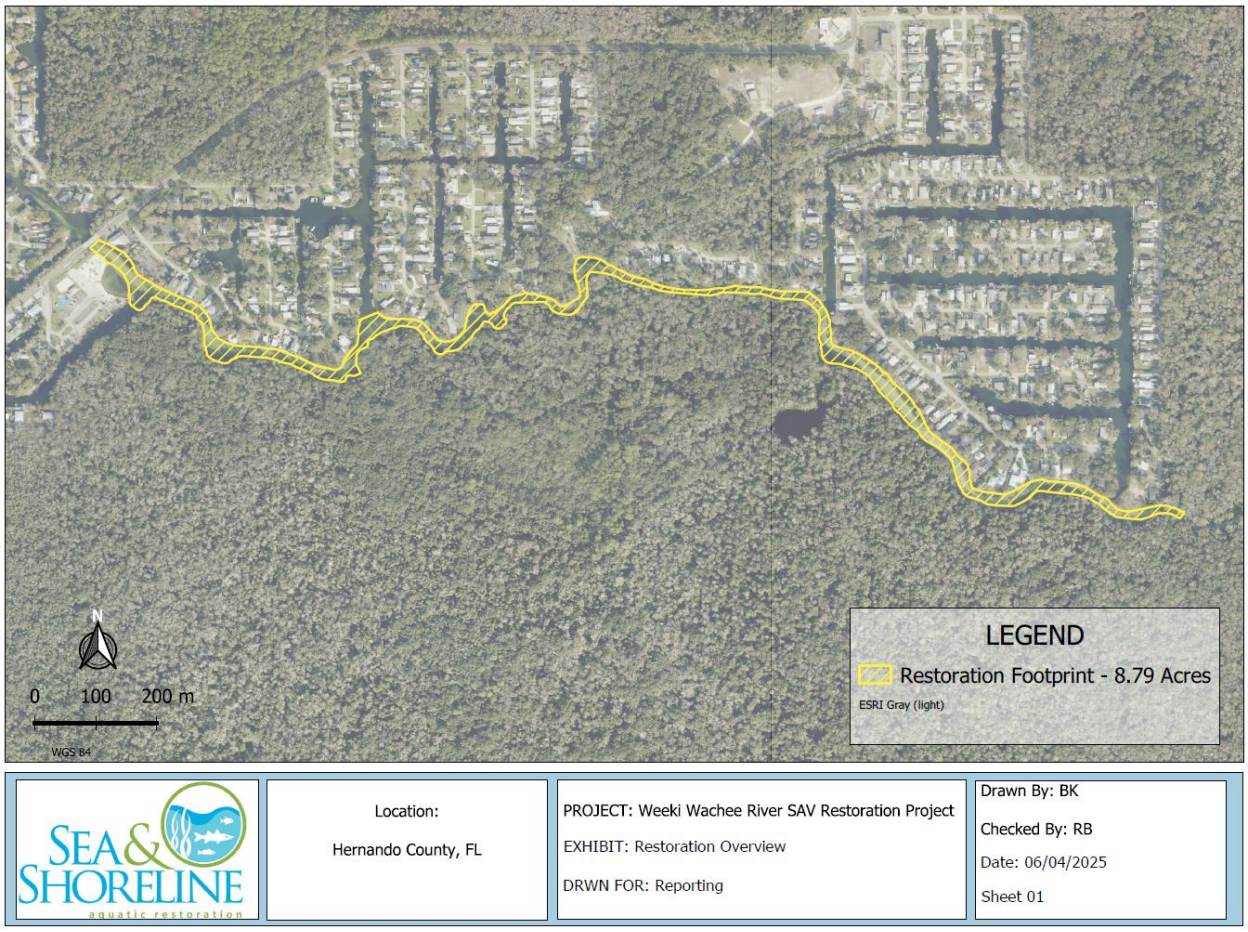
Supplemental planting took place at Site 5 during the sixth maintenance event to jumpstart the recovery of planting units in this area. Planting units were comprised of a more salt tolerant variety of *Vallisneria* which will be able to withstand the salinity fluctuations that this area experiences. A total of 75 V. *neotropicalis* peat pot planting units were installed under GrowSAV™ Devices at Site 5 (**Figures 7-10**).

The blade height of protected units varies from 30 cm to 90 cm, with most units extending well beyond the top of their associated device. Signs of lateral expansion beyond protective devices were also observed throughout approximately 90% of devices, with some units expanding up to 5 feet from their device (**Figure 6**). Visible signs of lateral expansion were observed in unprotected planting units and new growth was observed in certain areas throughout the restoration footprint (**Figures 4 & 5**). New growth of unprotected units has taken off throughout deeper, more protected areas, however; no significant increases in canopy height have been noted. Canopy height of unprotected units ranged from 2-15 cm.

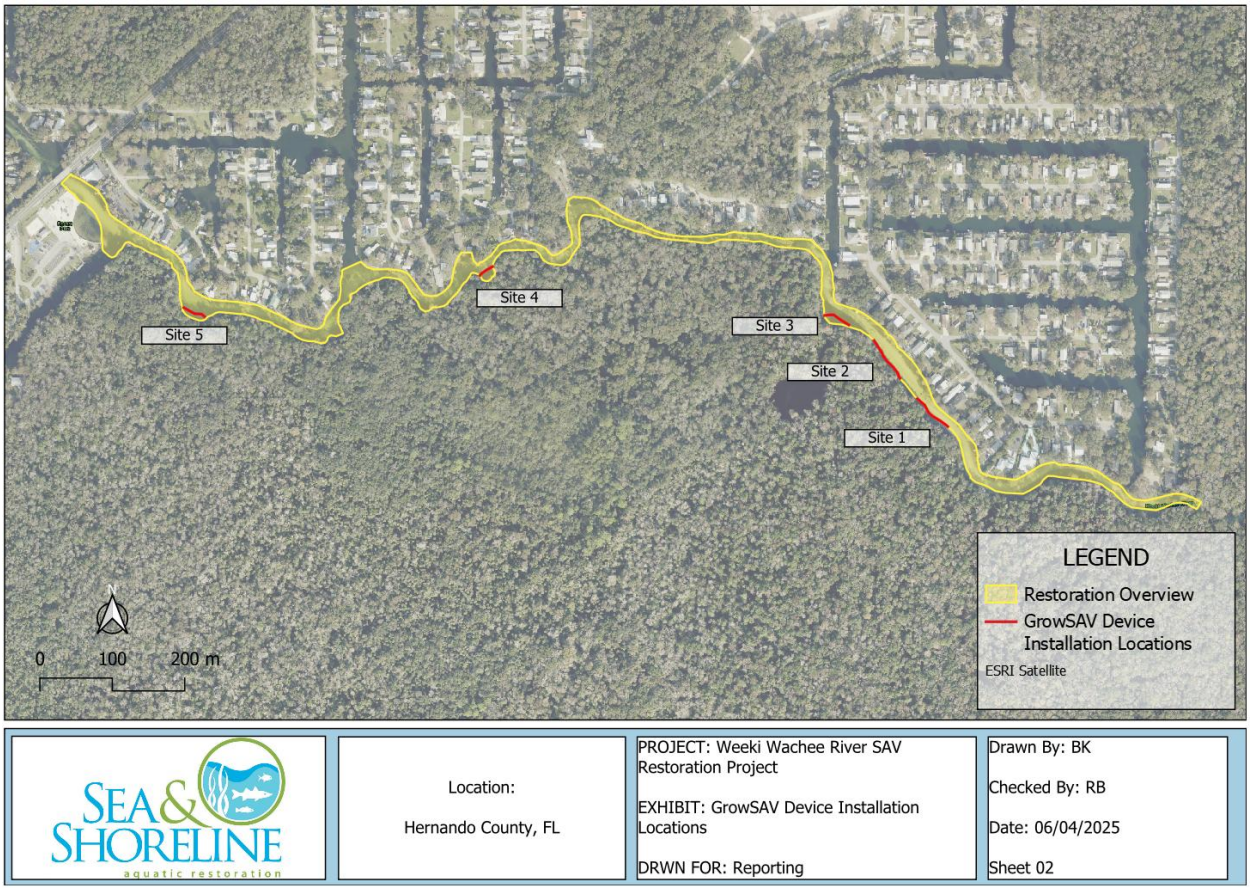
Recommendations and Rectifications

There are no recommendations or rectifications at this time, the supplemental planting units will continue to be monitored. Maintenance will continue for the next six months, with the seventh event taking place in December 2025.

Maps.



Map 1 – Overview of Restoration Area.



Map 2 – Overview of GrowSAV™ Herbivory Exclusion Device Installation Locations.

Figures.



Figure 1. Example of biofouling prior to removal.



Figure 2. Example of Sea & Shoreline biologist removing biofouling.

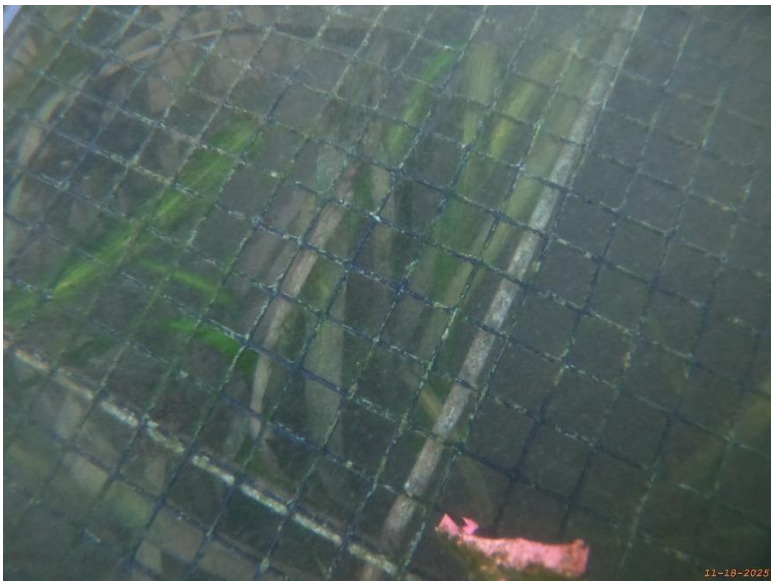


Figure 3. Example of GrowSAV Device after biofouling removal.



Figure 4. Example of unprotected units showing signs of lateral expansion.



Figure 5. Example of unprotected planting units.



Figure 6. Example of protected units expanding beyond their associated device.



Figure 7. Example of supplemental planting units.

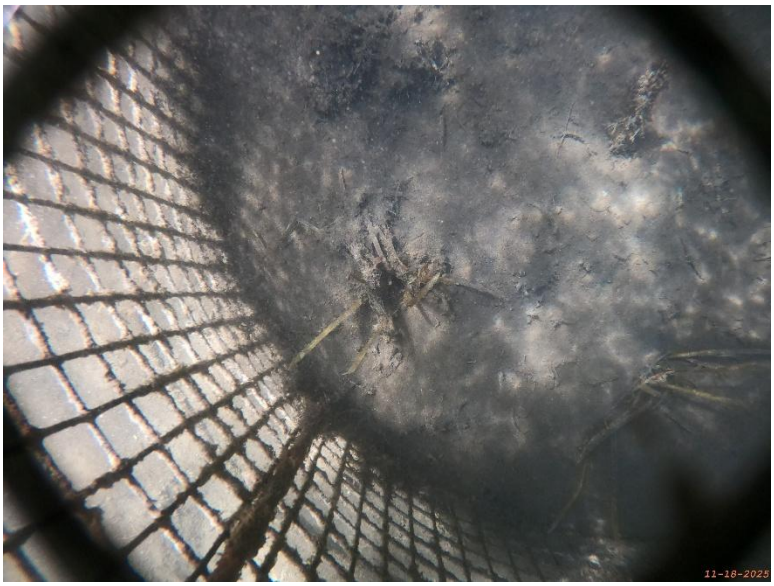


Figure 8. Example of supplemental planting units.



Figure 9. Example of supplemental planting units.



Figure 10. Example of supplemental planting units.

TITLE

Consideration of Proposal From Florida Agricultural and Mechanical University for Chinsegut Hill Retreat and Conference Center Operational Responsibility

BRIEF OVERVIEW

On December 8, 2025, Hernando County received a proposal from Florida Agricultural and Mechanical University (FAMU), through its College of Agriculture and Food Sciences (CAFS) and the Brooksville Agricultural and Environmental Research Station (BAERS) for the use of Chinsegut Hill Retreat and Conference Center. The proposal outlines the intended use of the property to include a five (5) year lease for FAMU to assume operational responsibility for the site. Any agreement entered into between FAMU and Hernando County would be an inter-local agreement under Chapter 163.01 Florida Statutes . FAMU proposes to use the Property for the following purposes:

• **Research Support:**
- Short-term lodging for faculty, graduate students, technicians, and collaborators conducting research at BAERS.
- Workspace for data analysis, project meetings, and planning sessions.

• **Extension and Outreach:**
- Workshops and field days for local and regional farmers, producers, and landowners.
- Youth programs (e.g., 4-H-type activities, STEM camps, and agricultural literacy programs).
- Community meetings on topics such as water conservation, soil health, climate resilience, and emerging crops.

• **Training and Workforce Development:**
- Capacity-building programs for agricultural professionals, technicians, and students.
- Certification or continuing education sessions related to agriculture, natural resources, and environmental management.

• **Limited Revenue-Generating Activities (If Approved by County):**
- Modest cost-recovery fees for lodging or event use associated with FAMU programs, with revenues dedicated to maintenance and program support.
- Any such arrangements would be structured to ensure compliance with County policies and the public-purpose requirements.

Also, on today's agenda is Item No. 15770 in which the Board is being asked to consider award of a contract to Historic Hernando Preservation Society, LLC for Chinsegut Hill Retreat and Conference Center Steward and Property Manager. The contract under Item No. 15770

is being presented for award as part of Hernando County Request for Proposal (RFP) 25-RFP01132/CT. An award on Solicitation No. 25-RFP01132/CT would preclude an interlocal agreement with FAMU, and vice versa.

The BOCC may or may not direct that an award on Solicitation No. 25-RFP01132/CT be stayed so that negotiation with FAMU can occur. (In accordance with Section 16 of the Hernando County Procurement Manual titled “Types of Competitive Solicitation”,) “the County retains the right to reject any and all responses and may choose to solicit at its discretion.”

FINANCIAL IMPACT
None currently.

LEGAL NOTE
The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board provide staff direction on whether to proceed with negotiating a lease agreement with FAMU consistent with FAMU’s proposal for use of the Chinsegut Hill Retreat and Conference Center.

REVIEW PROCESS

Pamela Hare	Approved	01/16/2026 1:39 PM
Melissa Tartaglia	Approved	01/21/2026 9:29 AM
Erin Dohren	Approved	01/21/2026 12:59 PM
Heidi Prouse	Approved	01/21/2026 1:10 PM
Toni Brady	Approved	01/21/2026 7:50 PM
Jeffrey Rogers	Approved	01/22/2026 7:11 AM
Colleen Conko	Approved	01/22/2026 8:13 AM

A No-Cost Proposal for the Preservation and Management of Chinsegut Hill Manor, Retreat, and Conference Center

Proposed Operational Stewardship by Florida A&M University Under State Lease No. 4715

Presented by: G. Dale Wesson, Ph.D., PE
Dean and Director of Land Grant Programs
College of Agriculture and Food Sciences



FAMU [FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY]

Florida A&M University: A Public Land-Grant Partner Serving Florida

1890 Land-Grant Institutions

- Established under the Second Morrill Act of 1890
- Comprise Historically Black Colleges and Universities (HBCUs) designated as land-grant institutions
- The Smith-Lever Act of 1914 established the Cooperative Extension Service in the United States.
- The Evans-Allen Act of 1977 provides ongoing funding for agricultural and food research at 1890 land-grant universities



Morrill → Smith-Lever → Evans-Allen

Florida A&M University (FAMU)

- Founded in 1887; one of America's top HBCUs and a 1890 land-grant institution
- Mission: *Excellence with Caring,* advancing education, research, and service
- Focused on student success, innovation, and community impact across Florida

BAERS: A Living Laboratory Serving Hernando County and Florida

3,800 Acres of Working Lands Advancing Research, Education, and Community Impact

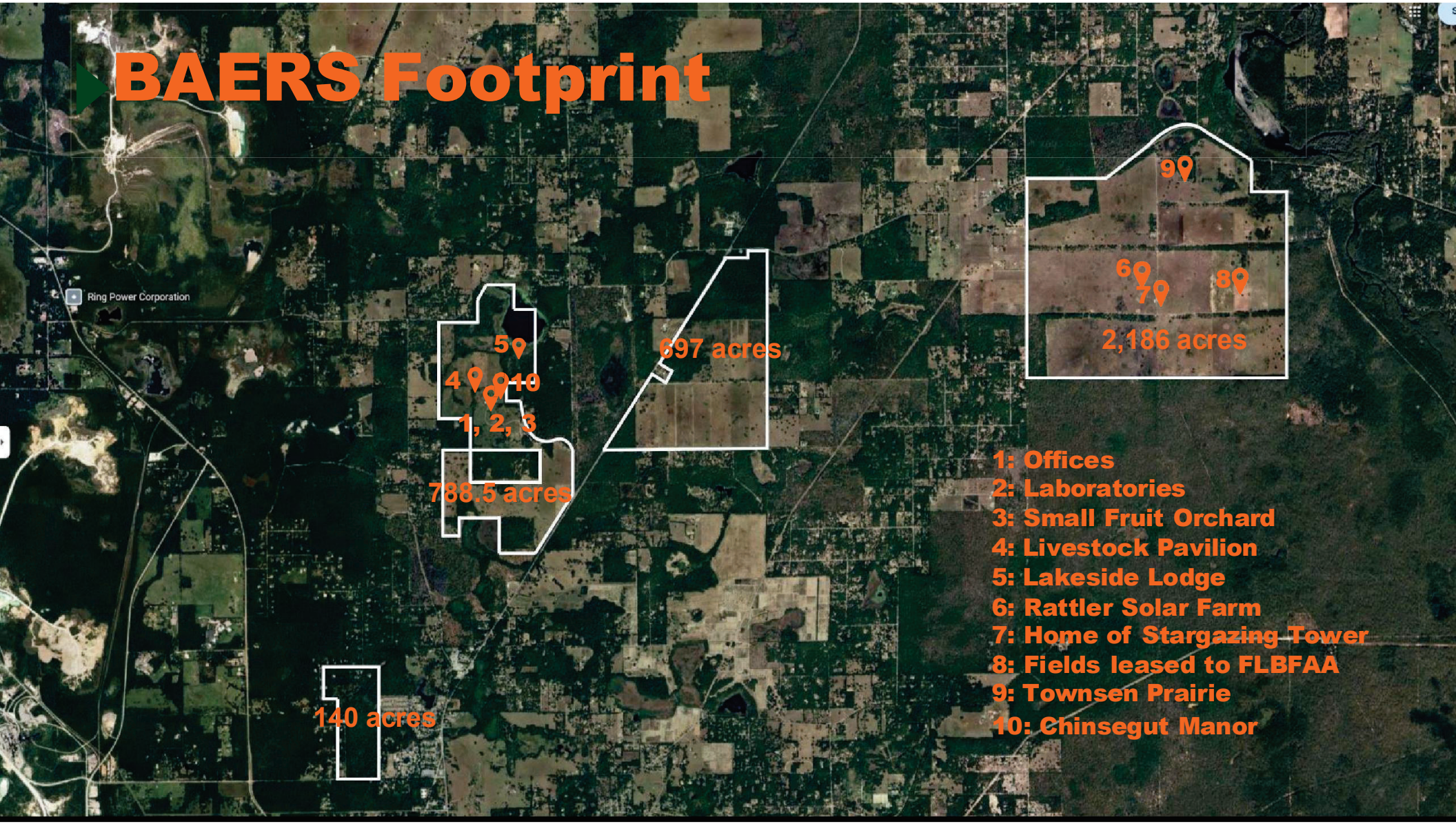
- **Research, Extension & Education**
- **Climate-Smart Agriculture**
- **Emerging & Specialty Crops**
- **Livestock & Forage Systems**
- **Environmental Stewardship**
- **Producer & Industry Partnerships**
- **Student Training & Workforce Development**
- **Youth & Community Engagement**



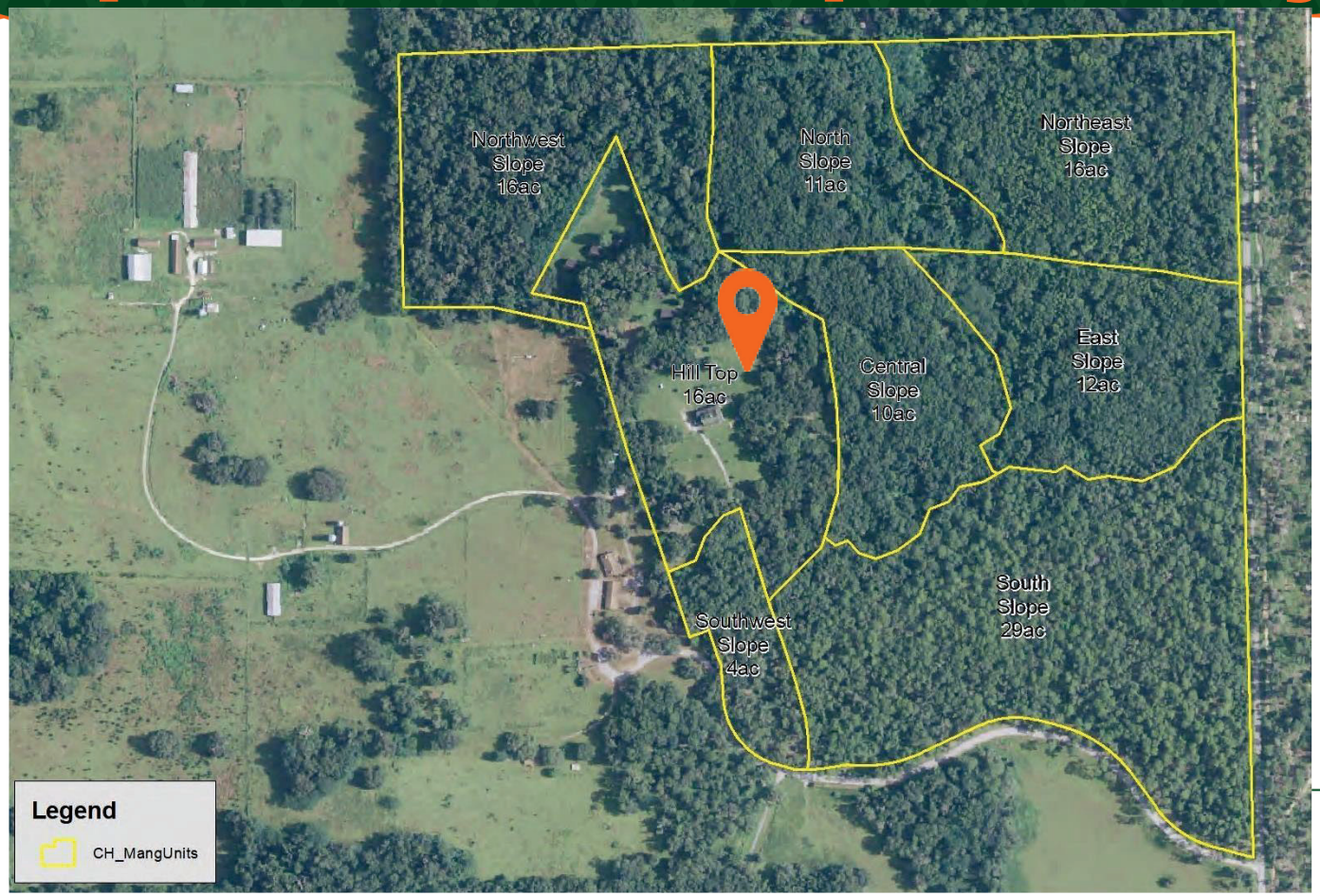
Credit: Charles Collins

- Rattler Solar Center generate ~74.9 megawatts capable of powering approximately 23,000 homes
- Leases land to the Florida Black Farmers and Agriculturalists Association and provides pasture-based training to support herd improvement and forage management.
- Stargazing for the community

BAERS Footprint



Hill Top Area: 16-Acre Operational Responsibility



- The 16-acre Hill Top area includes the Chinsegut Hill Manor, Retreat, and Conference Center
- FAMU responsible for day-to-day operations, stewardship, and programming
- County ownership and State lease remain unchanged
- Activities conducted consistent with public access, safety, and preservation goals

FAMU FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

No-Cost Operational Proposal

- FAMU assumes day-to-day operations: scheduling, programming, routine maintenance
- Operate within existing lease terms and legal requirements
- County retains ownership and policy authority
- County retains the ability to review and raise concerns at any time
- County oversight remains unchanged



Credit: Charles Collins

FAMU FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Reducing County Operating Burden at No Cost

What "No Cost" Means for Hernando County

- No rent paid by FAMU
- No management or operating fees
- No County operating subsidy or reimbursement
- FAMU assumes ordinary operating costs (insurance, utilities, maintenance)



Credit: Charles Collins

Operational Expenses and Proposed Funding Sources

Expense Category	FY23 Actual ($)	FY24 Actuals ($)	FY25 Adopted ($)	FY26 Estimate ($)	FAMU Fund Source
COMM SVC,DEVICES,ACCESSR	3,112.38	2,519.52	2,520.00	2,595.60	CAFS
CONTR SRV-JANITORIAL/PEST	205.00	123.20	2,739.00	2,821.17	LGFF + SOLR
CONTR SRV-MOWING	12,650.00	15,950.00	15,950.00	16,428.50	BAERS
CONTRACTED SERVICES	3,291.00	3,777.00	6,359.00	6,549.77	BAERS
EQUIPMENT $5,000 OR MORE	6,391.00	0.00	0.00	0.00	CAFS
FEES/COSTS-OTHER	0.00	0.00	300.00	309.00	BAERS
FEES/COSTS-PERMIT APPLN	50.00	50.00	50.00	51.50	BAERS
INSURANCE & BONDS-PREMIUM	46,259.00	54,274.00	56,000.00	57,680.00	FAMU
OPERATING SUPPLIES	11,035.87	0.00	0.00	0.00	BAERS
PROFESSIONAL SERVICES	45,233.00	43,787.00	10,000.00	10,300.00	BAERS
PROMO-WEBSITE&RELATED EXP	1,068.00	45.34	1,068.00	1,100.04	BAERS
RENTAL/LEASE-BUILDINGS	0.00	0.00	0.00	0.00	N/A
REPAIR/MAINT-BLDG & GRD	160,772.50	207,900.99	245,150.00	252,504.50	LGFF + SOLR
UNCAPITALIZED EQUIPMENT	0.00	1,696.46	0.00	0.00	BAERS
UTILITY SRV-ELEC/WTR/SWR	20,565.85	16,347.31	15,000.00	15,450.00	LGFF + SOLR
UTILITY SRV-TRASH REMOVAL	1,145.16	1,145.16	1,318.00	1,357.54	BAERS
UTILITY SRV-WTR,SWR,LPGAS	345.69	0.00	0.00	0.00	BAERS
Total	312,124.45	347,615.98	356,454.00	367,147.62	

BAERS: Brooksville Agricultural & Environmental Research Station

SOLR: Rattler Solar Revenue

CAFS: College of Agriculture and Food Sciences

LGFF: Land Grant Formula Funding

FAMU: Florida A&M University

Strike, Strike, and Strike Again!

FAMU FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Governance and Operational Responsibility Framework

Facility/Area	Current Responsibility	Proposed Under FAMU
Manor House	Tampa Bay History Center (TBHC)	TBHC continues heritage role; integrated under FAMU oversight
Cabins / Cottages	Hernando County Facilities	FAMU assumes full operations and maintenance
Dining Hall & Conference	Hernando County Facilities	FAMU manages events, maintenance, retains revenue
Caretaker's House	Hernando County	FAMU assigns on-site facility manager
Trails & Grounds	County Parks & FDEP	FAMU implements stewardship and coordinates with County
Artifacts / Archives	TBHC & USF Archaeology	FAMU coordinates research access and ensures compliance
Education Programs	TBHC & County Extension	FAMU expands STEM, agritourism, workforce development
Utilities & Insurance	County Facilities	FAMU assumes utilities and insurance obligations
Capital Repairs	County	FAMU handles routine; County approves major projects
Public Access	County / TBHC	FAMU maintains access and provides quarterly reports

Public Access, Programming, and Community Benefit

- Historic preservation and interpretation
- Environmental and conservation education
- Youth and STEM programming
- Agritourism and small-farm support
- Community meetings, workshops, and public programs



Credit: Charles Collins


Preserving a Public Asset
Through Responsible
Stewardship

Florida Agricultural and Mechanical University
TALLAHASSEE, FLORIDA 32307-3100

Excellence With Caring

COLLEGE OF AGRICULTURE AND FOOD SCIENCES
OFFICE OF THE DEAN
217 PERRY-PAIGE BUILDING, SOUTH

TELEPHONE: (850) 561-2644

December 8, 2025

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Dear Chair Campbell and Honorable Commissioners:

Florida Agricultural and Mechanical University (FAMU), through its College of Agriculture and Food Sciences (CAFS) and the Brooksville Agricultural and Environmental Research Station (BAERS), is pleased to submit the attached **unsolicited, no-cost lease proposal** for the subleased, State of Florida-owned property immediately adjacent to the BAERS site.

We understand that the formal Request for Proposals (RFP) submission period for this property has concluded. However, Hernando County staff have indicated an interest in receiving and reviewing an unsolicited proposal from FAMU, given the clear alignment between the County's goals and FAMU's land-grant mission of research, teaching, and extension in service to the citizens of Florida.

The subject property includes:

- Seven (7) cabins, each with four bedrooms and four baths;
- Two primary common-use buildings—one with a large kitchen and dining area, and another with a large meeting/conference room; and
- Additional facilities, including the historic Manor and several auxiliary structures.

FAMU proposes to assume full operational responsibility for these facilities under a **no-cost lease for an initial term of five (5) years**, with the specific intent of:

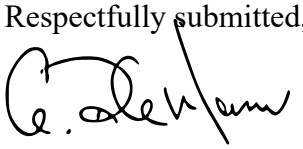
- Providing short-term housing and workspace for researchers, graduate students, and extension personnel working at BAERS;
- Hosting workshops, training sessions, and community outreach activities that support agricultural innovation, natural resource stewardship, and workforce development in Hernando County; and
- Maintaining and enhancing the property in a manner that preserves its historic and environmental value while increasing its utilization for public benefit.

This proposal has been **reviewed by FAMU's legal counsel, Attorney Self, for legal consistency** with FAMU's authorities and obligations as a public university and 1890 land-grant institution.

We believe this partnership represents a unique opportunity for Hernando County and FAMU to work together to advance regional innovation, economic development, and educational access—at no direct lease cost to the County.

Thank you for your consideration of this unsolicited proposal. We would welcome the opportunity to present this concept in person and respond to any questions you may have.

Respectfully submitted,



G. Dale Wesson, Ph.D., P.E.
Dean and Director of Land-Grant Programs
College of Agriculture and Food Sciences
Florida A&M University
850.561.2644
garlen.wesson@famu.edu

UNSOLICITED NO-COST LEASE PROPOSAL
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY (FAMU)
BROOKSVILLE AGRICULTURAL AND ENVIRONMENTAL RESEARCH STATION (BAERS)
LEASE AND OPERATION OF ADJACENT COUNTY-OWNED PROPERTY

Date: December 8, 2025

Submitted To:
Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Submitted By:
Florida Agricultural and Mechanical University (FAMU)
College of Agriculture and Food Sciences (CAFS)
c/o Brooksville Agricultural and Environmental Research Station (BAERS)
1740 S. Martin Luther King, Jr. Blvd
217 S. Perry-Paige Building
Tallahassee, FL 32307

Primary Contact:
Dr. G. Dale Wesson, Ph.D., P.E.
Dean and Director of Land-Grant Programs
College of Agriculture and Food Sciences
Florida A&M University
850.561.2644 | garlen.wesson@famu.edu

Technical/Operations Contact:
Dr. Ramdeo Seepaul
Executive Director, Brooksville Agricultural and Environmental Research Station
Florida A&M University
850.412.7821 | ramdeo.seepaul@famu.edu

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1. Executive Summary

Florida Agricultural and Mechanical University (FAMU) proposes to enter into a **no-cost lease agreement** with Hernando County for the subleased, State of Florida-owned property immediately adjacent to the BAERS site.

Property Overview

The subject property consists of:

- Seven (7) fully equipped cabins (4 bedrooms / 4 baths each);
- A large kitchen and dining facility suitable for group meals and training events;
- A conference/meeting building capable of hosting workshops, seminars, and community meetings;
- The historic Manor; and
- Supporting structures and grounds.

Purpose of the Lease

FAMU's primary objectives are to:

- Support **research, teaching, and extension activities** at BAERS by providing on-site lodging and facilities;
- Expand **community and stakeholder engagement** through workshops and training for farmers, youth, and local organizations;
- Preserve and maintain the property's **historic and environmental character** while increasing its utilization; and
- Promote **regional economic development** through agricultural innovation, workforce training, and tourism-related educational programming.

Key Terms (High Level)

- **Lease Type:** No-cost lease
- **Initial Term:** Five (5) years, with potential renewal upon mutual agreement
- **Lessee Responsibilities:** Day-to-day operations, routine maintenance, utilities, insurance coverage as required by the County, and programmatic activities aligned with public benefit
- **Lessor (County) Role:** Property ownership, structural oversight as mutually agreed, and collaboration on major capital improvements and long-term planning

This proposal has been **reviewed by FAMU's legal counsel, Attorney Self, for legal consistency** with FAMU's authorities and obligations as a public university and 1890 land-grant institution.

---

2. Background and Rationale

2.1 FAMU and BAERS

Florida Agricultural and Mechanical University (FAMU) is Florida's only public Historically Black College and University (HBCU) and is designated as an **1890 land-grant institution**.

Through its land-grant mission, FAMU delivers research, education, and extension programs that promote sustainable agriculture, environmental stewardship, and economic resilience across the state.

The **Brooksville Agricultural and Environmental Research Station (BAERS)** encompasses more than 3,800 acres and serves as a critical hub for:

- Agronomic and livestock research;
- Conservation and natural resource management;
- Student training and workforce preparation; and
- Extension programming for farmers, communities, and youth.

2.2 County-Owned Adjacent Property

The County-owned parcel adjacent to BAERS is uniquely positioned to enhance these activities by providing **on-site lodging, meeting space, and support facilities**. Currently, underutilization of the cabins and associated facilities limits their potential public benefit.

By combining BAERS' extensive land and research infrastructure with the lodging and meeting assets on the adjacent property, FAMU and Hernando County can jointly create a **regional center of excellence for agricultural and environmental innovation**.

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3. Property Description

The proposed lease covers the following primary components (collectively, the "Property"):

1. **Cabins (7 units)**
    - Each cabin includes 4 bedrooms and 4 baths.
    - Suitable for housing faculty, researchers, graduate students, visiting scholars, and extension personnel.
2. **Dining/Kitchen Facility**
    - Large commercial-style kitchen and dining area.
    - Used for group meals during workshops, training events, retreats, and conferences.
3. **Conference/Meeting Building**
    - Open floor plan with capacity for seminars, training sessions, and community meetings.
    - Equipped (or to be equipped) with audio-visual capabilities, internet connectivity, and flexible seating.
4. **Historic Manor**
    - Architecturally and historically significant structure.
    - Intended for a combination of administrative use, small meetings, and interpretive/heritage programming, subject to County conditions and historic preservation guidelines.

5. **Grounds and Auxiliary Structures**
    - Parking areas, walkways, storage facilities, and outdoor spaces that support educational and outreach activities.

---

4. Proposed Use and Operations Plan

4.1 Primary Uses

FAMU proposes to use the Property for the following purposes:

- **Research Support:**
    - Short-term lodging for faculty, graduate students, technicians, and collaborators conducting research at BAERS.
    - Workspace for data analysis, project meetings, and planning sessions.
- **Extension and Outreach:**
    - Workshops and field days for local and regional farmers, producers, and landowners.
    - Youth programs (e.g., 4-H–type activities, STEM camps, and agricultural literacy programs).
    - Community meetings on topics such as water conservation, soil health, climate resilience, and emerging crops.
- **Training and Workforce Development:**
    - Capacity-building programs for agricultural professionals, technicians, and students.
    - Certification or continuing education sessions related to agriculture, natural resources, and environmental management.
- **Limited Revenue-Generating Activities (If Approved by County):**
    - Modest cost-recovery fees for lodging or event use associated with FAMU programs, with revenues dedicated to maintenance and program support.
    - Any such arrangements would be structured to ensure compliance with County policies and the public-purpose requirements.

4.2 Operations and Management

FAMU will:

- Designate **BAERS leadership (Executive Director and staff)** as the day-to-day managers of the Property;
- Establish **standard operating procedures (SOPs)** for reservations, use of facilities, safety, and security;
- Coordinate scheduling to avoid conflicts and ensure priority use for research and extension activities; and
- Implement **check-in/check-out, facility inspection, and incident reporting protocols**.

5. Term, Financial Structure, and In-Kind Contributions

5.1 Lease Term

- **Initial Term:** Five (5) years from the effective date of the lease agreement.
- **Renewal:** One or more renewal terms (e.g., 5 years) may be negotiated and agreed upon in writing by both parties, subject to performance and County approval.

5.2 Financial Arrangement

- **Lease Rate:** FAMU proposes a **no-cost lease** (no base rent) in recognition of the substantial **in-kind value** of FAMU's educational and economic contributions to Hernando County and the State of Florida.
- **Operating Costs:** FAMU will be responsible for day-to-day operating costs, including utilities and routine maintenance, as negotiated and specified in the lease.

5.3 In-Kind and Public Benefit Contributions

In lieu of lease payments, FAMU's use of the Property will generate public value through:

- Expanded **research and innovation** in agriculture and environmental sciences;
- Increased **extension and community programming** for Hernando County residents;
- **Student training and workforce development** that contributes to local and regional employment pipelines;
- Potential draw for **educational tourism and visiting scholars**, which may positively impact local businesses; and
- **Preservation and enhancement** of County assets, including the historic Manor and associated facilities.

---

6. Maintenance, Improvements, and Capital Projects

6.1 Routine Maintenance

Subject to the final lease agreement, FAMU proposes to:

- Assume responsibility for **routine custodial care, minor repairs, grounds-keeping, and basic facility upkeep**;
- Maintain cabins, meeting spaces, and common areas in a **safe, clean, and functional condition**; and
- Report any structural or major systems concerns to the County promptly.

6.2 Capital Improvements

- Any substantial capital improvements (e.g., major HVAC replacement, roofing, structural repair, or significant renovations) will be undertaken **only with County approval** and subject to mutually agreed terms.
- Where appropriate and feasible, FAMU may seek **state, federal, or private grant funding** to support property improvements that enhance public value.

6.3 Historic Preservation

- For the **historic Manor**, all modifications and uses will comply with applicable historic preservation requirements, and FAMU will work with the County to ensure any work respects the building's character and regulatory requirements.

---

7. Insurance, Risk Management, and Compliance

7.1 Insurance

FAMU will maintain, at its expense, insurance coverage consistent with:

- **General liability** coverage in amounts acceptable to the County;
- Property and casualty coverage as appropriate for FAMU-owned equipment; and
- Any other coverage required by the lease and consistent with FAMU's status as a public institution.

Proof of insurance and any required endorsements naming Hernando County as an additional insured will be provided upon execution of the lease and updated as required.

7.2 Risk Management and Safety

- FAMU will implement **safety and emergency procedures** for all activities conducted on the Property.
- All activities will adhere to FAMU policies, County ordinances, and applicable state and federal regulations.
- FAMU will promptly notify the County of any incidents that may affect property condition, safety, or liability.

7.3 Legal and Regulatory Compliance

FAMU will:

- Comply with all applicable **local, state, and federal laws and regulations**;
- Ensure activities are consistent with FAMU's public mission and the County's public-purpose requirements; and

- Adhere to any **zoning, environmental, and permitting** requirements associated with the Property.

---

8. Community and Economic Impact

Through this proposed partnership, Hernando County can expect:

- **Expanded educational opportunities** for local youth, producers, and residents;
- **Enhanced visibility** as a hub for agricultural and environmental innovation;
- Potential **economic benefits** from visiting researchers, students, and participants at workshops and conferences;
- Strengthened **university–county collaboration** that can support future joint projects (e.g., watershed planning, conservation initiatives, and agritourism).

---

9. Requested Action and Next Steps

FAMU respectfully requests that the Hernando County Board of County Commissioners:

1. **Formally accept and consider** this unsolicited, no-cost lease proposal;
2. Authorize **County staff to negotiate a lease agreement** with FAMU consistent with the terms outlined herein; and
3. Provide direction regarding any additional information, due diligence, or public hearing processes required to advance this partnership.

Upon indication of the Board's interest, FAMU is prepared to:

- Participate in a **work session or formal presentation** to the Board;
- Collaborate with County legal and administrative staff to draft specific lease language; and
- Develop a **joint implementation timeline** for transitioning operations to FAMU upon execution of the lease.

Attachment A – Current and Proposed Matrix of Responsibility
Chinsegut Hill Retreat and Conference Center

Facility / Area	Current Responsibility	Proposed Under FAMU
Manor House	Tampa Bay History Center (TBHC)	TBHC continues heritage role; integrated under FAMU oversight
Cabins / Cottages	Hernando County Facilities	FAMU assumes full operations and maintenance
Dining Hall & Conference	Hernando County Facilities	FAMU manages events, maintenance, retains revenue
Caretaker's House	Hernando County	FAMU assigns on-site facility manager
Trails & Grounds	County Parks & FDEP	FAMU implements stewardship and coordinates with County
Artifacts / Archives	TBHC & USF Archaeology	FAMU coordinates research access and ensures compliance
Education Programs	TBHC & County Extension	FAMU expands STEM, agritourism, workforce development
Utilities & Insurance	County Facilities	FAMU assumes utilities and insurance obligations
Capital Repairs	County	FAMU handles routine; County approves major projects
Public Access	County / TBHC	FAMU maintains access and provides quarterly reports

TITLE

Award of Contract and License Agreement With Historic Hernando Preservation Society, Inc., for Chinsegut Hill Retreat and Conference Center Steward and Property Manager (Contract No. 25-RFP01132/CT)

BRIEF OVERVIEW

The Procurement Department issued Request for Proposals (RFP) No. 25-RFP01132/CT on September 3, 2025, at the request of the Hernando County Parks and Recreation Department for curator, steward, and property manager for land and buildings located at Chinsegut Hill Retreat and Conference Center, excluding the Manor House. Responsibilities to include overseeing the care, preservation, and daily operations of the property, including managing reservations, coordinating public access and events, and operating historic tours.

The Procurement Department placed the legal advertisement in the Hernando Sun on August 29, 2025, and OpenGov website on September 3, 2025. The solicitation was sent to three thousand eight hundred fifty-seven (3,857) matching vendor/contractors from the website. The solicitation document was downloaded by twenty-nine (29) vendor/contractors and three (3) submissions were received.

The Procurement Department reviewed and evaluated submissions to determine if submissions were responsive and responsible. The Procurement Selection Committee (PSC) met on November 13, 2025, to evaluate the proposals. The committee included Robert Talmage, Parks & Recreation Administrator; Tammy Heon, Tourism Development Manager and Carla Burrmann, Manager, Natural Resources Department. The PSC consensus scoring evaluation resulted in the following scores:

Firm	Total Score (Max Score: 100)
Historic Hernando Preservation Society, Inc.	73.0
Raquel M Stafford	42.0
Immerse The Nations	25.7

Staff entered into negotiations with the top-ranked firm and successfully completed contract negotiations on January 12, 2026.

A Notice of Intent to Award the contract to Historic Hernando Preservation Society, Inc. dated December 2, 2025, was posted to the OpenGov website and posted to the Hernando County Administration electronic public bulletin board. The award is for a five-year contract with two (2), three (3) year unilateral renewals. A notice of intent to protest from Raquel M Stafford was received, but no formal protest was filed.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

This agenda item will be negated should the Board agree to negotiate an agreement for operating Chinsegut as proposed by Florida Agricultural and Mechanical University (FAMU) which is being considered earlier on this meeting agenda (Legistar No. 16956). Such action is in accordance with Section 16 of the Hernando County Procurement Manual, "the County retains the right to reject any and all responses and may choose to solicit at its discretion."

FINANCIAL IMPACT

The license amount of $1.00 per year will be deposited in the following:

Revenue:

Fund: **0011** - General Fund, **Department**: **01703** - Chinsegut Hill Facilities, **Account**: **3620001** - Rental Buildings

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended that the Board award the contract to Historic Hernando Preservation Society, Inc., and authorize the Chairman's signature on the attached license agreement for Chinsegut Hill Retreat and Conference Center Steward and Property Manager, Contract No. 25-RFP01132/CT.

It is further recommended the Board authorize the Chief Procurement Office to renew the contract with the same terms and conditions.

REVIEW PROCESS

Debbie Merritt	Approved	01/13/2026 11:58 AM
Christopher Linsbeck	Approved	01/14/2026 9:39 AM
Carla Rossiter-Smith	Approved	01/16/2026 12:54 PM
Erin Dohren	Approved	01/20/2026 7:25 AM
Pamela Hare	Approved	01/22/2026 9:50 AM
Melissa Tartaglia	Approved	01/22/2026 12:26 PM
Heidi Prouse	Approved	01/22/2026 2:14 PM
Toni Brady	Approved	01/22/2026 2:30 PM
Jeffrey Rogers	Approved	01/23/2026 10:56 AM
Colleen Conko	Approved	01/23/2026 10:58 AM

CHINSEGUT IS FOR EVERYONE.



Chinsegut Hill Sanctuary Steward & Property Manager

HISTORIC HERNANDO
PRESERVATION SOCIETY INC.
PRESERVING HERNANDO'S PAST

JANUARY 2026 | HernandoPast.org | HISTORIC HERNANDO PRESERVATION SOCIETY

Proposal Summary

Chinsegut Hill Sanctuary is an exceptional historic site in Hernando County currently owned by the State of Florida and leased for 50 years to Hernando County Board of County Commissioners (BOCC). The Historic Hernando Preservation Society (HHPS) would like to assist the county in increasing public access to the property as well as reducing the financial burden on taxpayers to maintain the site.

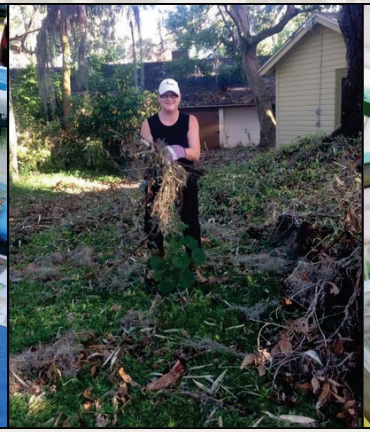
HHPS also desires to create a Master Site Plan to strategically invest in preserving the historic assets, increasing archeological studies, and planning for appropriate amenity improvements so the property can continue to benefit this generation and those to follow. Our multifaceted approach will include free public educational and recreational programming as well as academic research and preservation.

Retreat Operations

Chinsegut Hill Retreat is a 56-bed facility with multiple meeting rooms and rental cottages. HHPS will oversee all aspects of retreat operations, including:

- MARKETING
- BOOKING MANAGEMENT
- CLEANING AND SUPPLIES MANAGEMENT
- MAINTENANCE
- FURNITURE AND DÉCOR
- DINING HALL KITCHEN EQUIPMENT
- MOWING, WEEDING, AND SEASONAL LANDSCAPING
- PROACTIVE BUILDING MAINTENANCE
- DAILY CLEANING OF PUBLIC FACILITIES
- ANNUAL CLEARING OF FOREST TRAILS
- ON-SITE MANAGEMENT
- PAYING UTILITIES AND MANAGING SUBCONTRACTORS
- ESTABLISH LONG-TERM SUSTAINABILITY
- PRESERVATION PLANNING AND COORDINATION WITH THE FLORIDA DIVISION OF HISTORICAL RESOURCES






Functional Integration of Team Members (Subs Delineated)

Team Member/Organization	Primary Role	Key Deliverables
HHPS	Prime/Administrative Leave	Contact administration, budgeting, volunteer management, County liaison
Gulf Archeological Research Institute	Archeology & Cultural Resources	Archeological surveys, site monitoring, research integration
Dr. Chris Meindl	USF Florida Studies Program Director	Programming and research support
Jo-Anne Peck	Historic Construction Consultant	Oversight of repairs and rehabilitation activities
Dalton Studio LLC	Preservation & Planning	Condition assessments, preservation plan, DHR coordination
Roots Creative Co	Marketing	Website, graphics, and social media support
Hernando Historical Museum Association	Educational	Programming and resarch support
Natalie Kahler	Education & Community Engagement	Heritage Tourism promotion, public relations, historic research
LibertyTree Care & Kenjo's Tree Service	Arborists	Tree maintenance and repair

Approach

Chinsegut Hill is arguably Hernando County's most important historical asset. As a community gathering space for over 150 years, the land and the people who lived ond worked on it are compelling to both local residents and visitors.

HHPS is committed to accomplishing the needs and requirements as noted in Hernando County's RFP.

Goal 1:	Open the grounds seven days a week
Goal 2:	Reduce taxpayer maintenance burden
Goal 3:	Develop historically appropriate Master Site Plan
Goal 4:	Increase public programming



How HHPS will meet all Goals

HHPS would sublease the grounds and retreat center from Hernando County BOCC. The grounds would be open daily for free public use and the cottages, classroom, and dining hall would be availble for rent.

Offering 1	Rentals for cottages, dining hall, and classroom
Offering 2	Educational programming
Offering 3	Onsite staff
Offering 4	Secure grant funding



How HHPS will meet Techical Requirements

Facility Management & Preservation

HHPS specializes in managing historic properties with a focus on preservation and public engagement. For Chinsegut Hill:

- We will maintain all buildings, grounds, and infrastructure to meet safety, accessibility, and aesthetic standards.
- Our team includes licensed contractors and preservation specialists to ensure compliance with historic preservation guidelines.
- Routine inspections and preventative maintenance schedules will be implemented to protect the integrity of the site.

As part of our stewardship model, HHPS will:

- Develop educational programs, guided tours, and community events that highlight the history and ecology of Chinsegut Hill.
- Partner with local schools, nonprofits, and cultural organizations to expand outreach.
- Promote the site through digital marketing, social media, and regional tourism networks.



HISTORIC PRESERVATION SOCIETY INC.

HHPS Response to Hernando County's Responsibility Matrix

EXHIBIT D

Matrix of Responsibility

Item	Responsible Party		
	County	Property Manager	TBHC
Electricity Manor House, Maint Shed, Water Plant	■		
Electricity Dining Hall		■	
Electricity Classroom		■	
Electricity Cottages		■	
Electricity Caretaker House		■	
Mowing Grounds		■	
Automatic Entrance Gate	■		
Lawn Trim Work			■
Internet Access	■		
Phone Service		■	■
Kitchen Cleaning		■	
Kitchen Equipment Replacement (Over $200.00)		■	
Kitchen Equipment Replacement (Under $200.00)		■	
Water Plant Maintenance	■		
Pest Control (Retreat Areas)		■	
Pest Control (Manor House)	■		
A/C Maintenance Repair Manor House	■		
A/C Maint. Repair Cottages, Dining Hall, Classroom, Caretakers		■	
Equipment Used in retreat center operations		■	
Fire Alarm Maintenance, Phone Lines for Fire Alarm	■		
Roof Repair/ Maintenance Manor House	■		
Roof Repair/ Maint Cottages, Dining Hall, Classroom, Caretakers		■	
General Maintenance Manor House	■		
General Maint Cottages, Dining Hall, Classroom, Caretakers		■	
Cleaning of Cottages/ Bed Sheets		■	
Cleaning of Manor House			■
Cleaning of Dining Hall/ Classroom/ Caretaker		■	
Advertising for Events/ Tours		■	
Security of Site	■	■	■
Inventory and Preservation of Articles in Manor House			■
Educational Signs for Manor House			■
Invasive Plant Management (including signage)	■		
Fallen Tree Removal (Manor House)	■		
Fallen Tree Removal (Retreat Area)		■	
Plumbing Manor House	■		
Plumbing Cottages, Dining Hall, Classroom, Caretakers		■	
Insurance for Manor House	■		
Driveway/Road Maintenance	■		
Trash Removal		■	

County= Hernando County Board of County Commissioners
Property Manager = (Awarded Firm)
TBHC = Tampa Bay History Center

Demonstrated Success on Past Projects

The following examples are grouped by topics relevant to the management of Chinsegut Hill. While not exhaustive of all the members' experience, it does provide a comprehensive overview.



Historic Preservation

50 years cumulative experience

Peck is a historic preservation consultant, designer and licensed contractor bringing hands-on restoration experience and a strong background in advising clients on historic property care. Dalton, a former board member of the Florida Trust for Historic Preservation, also contributes deep expertise in restoration and consultation. Both work closely with the Division of Historical Resources and have a thorough understanding of Florida's policies and preferences regarding historic preservation.



Event Management

123 years cumulative experience

Team members have organized large scale events like the Brooksville Raid and Brooksville Blueberry Festival, as well as tailored events like the Tampa Night at the Museum, Booksville Festival, Dade & May Stringer Haunted events, & the Crystal River Art Walk.



Marketing

45 years cumulative experience

Davis has a degree in Marketing and has utilized it in a plethora of ways. B. Meindl is a regional rising star in marketing and has clients as diverse as real estate, preservation, Main Street, and the beer industry. Peck is experienced in web design and maintenance.



Fundraising

over $3,000,000 raised

The Lamoreauxes, Knowles, Ahrens, Peck, B. Meindl, Charles, Ellis, Sheldon, Dalton, and Kahler have decades of successful fundraising for a variety of organizations.



Land Management

40 years cumulative experience

Jernigan and Morgan have both donated their arborist services to Chinsegut for decades. They are very familiar with both native and invasive species on the property.



Hospitality

14 years cumulative experience

Kahler's parents began operating a bed & breakfast in the National Register's Amos Kelly House when she was 14 years old. She worked daily in operations - cleaning, cooking, bookings, and renovations. She then served as Retreat Manager for the Friends of Chinsegut for three years and gained an understanding of the daily needs of this facility. Dalton owns and operates a short-term rental historic home and RV.



Facilities & Maintenance

30 years cumulative experience

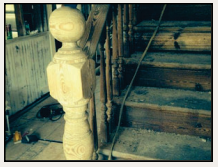
R. Lamoreaux has worked in Facilities and Maintenance at the Tampa Bay History Center for over a decade. Peck was a contractor during the first portion of the Chinsegut Manor restoration. Davis has a long, illustrious career in metalwork and welding.



Construction

70 year cumulative experience

Davis, Dalton, and Peck have all owned and operated small businesses in the construction industry. They have practical experience in the nuts and bolts of successful building practices in Florida on both new construction and renovations.



Grant Management

$4,000,000+ with 60 years of experience

Knowles, Peck, Kahler, and Dalton have successfully written and managed over 45 State and Federal grants.



Notes from the Museums: The Hidden Well

Print Media

30 years cumulative experience

Russo was a journalist for the Hernando Sun. Sheldon writes a weekly column for the Hernando Sun on Hernando history. Kahler began writing for newspapers in high school and also contributes to NatureCoaster.com and the Hernando Sun.



Retail Merchandise

115 years cumulative experience

Through their nonprofit work, Sheldon, Knowles, Lamoreaux, Kahler, B. Meindl, and Peck have designed and produced popular merchandise that draws attention to their group's mission.



Academic Research

160 years research & publication experience

Dr. Meindl's book on Florida Springs won a gold medal from the Florida Book Awards for Florida non-fiction. He speciializes in Florida Studies and Geography. Ellis has conducted research for the State on the Seminole Wars, seven forts, and six battlefields. He has already written hundreds of pages on Chinsegut based on his archeological digs. Knowles helped craft a 12 page downtown walking tour, and worked with Kahler and Peck in updating it to the web-based TourBVL. Mobley has caught her mother's passion for family history and curates History on Wheels. Sheldon writes new tour content for Museum docents. Kahler wrote the Friends Chinsegut script and R. Lamoreaux conducted research for the TBHC Chinsegut script. Dalton and Kahler researched the history of Crystal River, Brooksville and Clermont for State Surveys, work Dalton has also done for St. Cloud.

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Living History

120 years cumulative experience

The Lamoreauxs, Knowles, Charlow, and Sheldon have each been participating in living history events for at least twenty years. Living History provides attendees the chance to see life through the eyes of those actually living in that period.



Small Business Owners

115 year of cumulative experience

Peck, Davis, Jernigan, Meindl, Morgan, and Dalton started and successfully ran small businesses in Florida. Whether in marketing or construction, all have learned to navigate customer service and perfect their product to benefit our community.



Nonprofit Leadership

67 leadership positions held

Team members serve or have served on the following boards: Florida Trust for Historic Preservation, Hernando Museum Assn., Brooksville Raid, Chamber of Commerce, Brooksville Main Street, Crystal River Main Street, Florida League of Cities, Native Plant Society, Dade Battlefield, Friends of Chinsegut Hill, Brooksville Woman's Club, Florida Downtown Assn., Crime Stoppers, Hernando Fairgrounds Assn., Brooksville Cemetery, Beautification, Good Neighbor Trail, Hernando Youth League, Brooksville Planning & Zoning, & Brooksville Parks & Rec. These deep connections allow for quick collaborations to be developed for Chinsegut efforts.



Education

380 years cumulative experience

Every member of the team has contributed to youth and adult education - from informal, hands-on events to academic lecture series. The team's wide variety of delivery styles and interests create an educational cornucopia. Russo, Ahrens, and Charlow have extensive experience working with children with special needs.

Proposed Refurbishment or Restoration Plans, Execution Strategies, and Funding Sources

1. HHPS will allow businesses/individuals to “adopt” a cottage. Donors will be allowed to pick a theme from an approved list (based on Chinsegut people and interests). The donations will be used to make interior improvements and develop the theme. The donor will retain donor rights for a period determined by the length of the HHPS sublease with Hernando County.
2. HHPS will work with vendors such as Jessica Piermatteo and former Friends of Chinsegut President Lisa Callea to obtain appropriate furniture for the cottage living and dining rooms.

Proposed Grant Funding

1. HHPS will apply for Florida Department of State grants from Division of Historical Resources and Arts & Culture as well as USDA, National Endowment for the Humanities and Florida Humanities.
2. HHPS will seek both State and Federal appropriations with our legislators.

Cost Structure

1. A designated portion of the rental income will be allocated to a maintenance fund to support ongoing preservation, repairs, and site upkeep.
2. HHPS will apply for Florida Department of State grants from Division of Historical Resources and Arts & Culture as well as USDA, National Endowment for the Humanities and Florida Humanities.
3. HHPS will pursue business and family foundation support.
4. HHPS will seek both State and Federal appropriations with our legislators.




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CHINSEGUT HILL RETREAT AND CONFERENCE CENTER STEWARD AND PROPERTY MANAGER

25-RFP01132/CT

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

I. SOLICITATION .....
II. Introduction .....
III. AWARD .....
IV. DEFINITIONS .....
V. REQUEST FOR PROPOSALS .....
VI. EVALUATION PHASES .....
VII. SCOPE AND SPECIFICATIONS .....
VIII. VENDOR QUESTIONNAIRE .....

Attachments:

A - Current Matrix of Responsibility

B - EXHIBIT_D_-_Matrix_of_Responsibility 9-30-25

C - Agreement With Tampa Bay History Center for Continued Operations of Chinsegut Hill Manor House and Retreat

D - FDEP - Hernando County Lease 4715 May 28 2013

E - FDEP - Hernando County Sublease Agreement June 29 2016

F - FDEP - Hernando County Lease 4715 Amendment #1 Nov 17 2017

G - FDEP - Hernando County Sublease Agreement June 9 2020

H - Sample Agreement

I - Chinsegut Pricing Proposal

J - Chinsegut Caretaker's House Photos

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 a.m., LOCAL TIME ON Monday, October 13, 2025. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, October 13, 2025. PURSUANT TO SECTION 119.071, F.S., SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Erin Kluis Briggs, Procurement Coordinator

(352) 754-4778

ebriggs@co.hernando.fl.us

2. Introduction

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

TERM CONTRACT ITB NO.. SOLICITATION # 25-RFP01132/CT

FOR

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in the Stewardship and Management of historic facilities and sites, which have event and lodging features.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, October 13, 2025, via Hernando County's eProcurement Portal. Only electronic submittals through the eProcurement Portal shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

Unsolicited Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits unsolicited communication initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Unsolicited communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit

qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the ePROCUREMENT PORTAL to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to section 119.071, F.S., sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Erin Kluis Briggs Procurement Coordinator , Procurement Department, via the County's ePROCUREMENT PORTAL.

2.2. NON-MANDATORY PRE-BID CONFERENCE & SITE VISIT

NON-MANDATORY PRE-BID CONFERENCE & SITE VISIT:

A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, September 17, 2025 at 2:00 pm at the Chinsegut Hill Retreat and Conference Center 22495 Chinsegut Hill Rd Brooksville, FL 34601, .22495 Chinsegut Hill Rd, Brooksville, Florida 34601. Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE.**

B. A Site Visit will immediately follow the Pre-Bid Conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Parks and Recreation

16161 Flight Path Dr.

Brooksville, FL 34604

4. DEFINITIONS

4.1. DEFINITIONS

A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

B. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

C. **"Contract Documents"** means the Request for Proposal, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

D. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

E. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

F. **“F.S.”** means Florida Statutes; version in effect on the effective date of the Agreement.

G. **"Minor Irregularity"** means a variation from the Request for Proposals terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

H. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.

I. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

J. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.

K. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.

L. **"Pre-Proposal Meeting"** a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.

M. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.

N. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Proposals "Proposal" means the response to the Request for Qualifications submitted by the Proposer. Used interchangeably with “Bidder” for purposes of this solicitation.

O. **"Procurement Selection Committee (PSC)"** is interchangeable with **"Evaluation Team"** and means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.

P. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

Q. **"Request for Proposal”** (also referred to as “RFP”) means the contents of this solicitation and all supporting documents including Addenda to such, or other related information transmitted to Proposers.

R. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposals, and the integrity and reliability that will assure good faith performance.

S. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Qualifications requirements.

T. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

U. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

V. **"Successful Proposer"** means the Proposer to whom the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

W. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.

5. REQUEST FOR PROPOSALS

5.1. INSTRUCTIONS TO PROPOSERS:

A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing through the eProcurement Portal and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.

B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.

C. The Hernando County Board of County Commissioners is not responsible for expenses incurred by Proposers prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Procurement Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.

D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.

F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

G. Costs of preparation of a response to this Request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

H. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.2. QUESTIONS REGARDING THIS RFP:

A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Procurement Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, Monday, September 22, 2025. When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the eProcurement portal for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.

C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.

D. If any Proposer contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. Such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.

E. Receipt of an Addendum to this solicitation by a Proposer must be acknowledged via the County's eProcurement Portal.

5.3. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.

C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.

D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Proposals. Pricing shall include any sales or use taxes, if applicable.

E. Miscellaneous Requirements:

1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.

2. The County reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.

3. Any damage to facilities, equipment or property, that occurs due to purposeful actions, incompetence or negligence of the Contractor’s personnel including Sub-Contractors, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

4. The Contractor’s and their Sub-Contractor’s personnel who perform the work in connection with this Contract shall meet the requirements of the County's drug policy.

5.4. PROPOSAL FORMAT:

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

If multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.

Proposal Introduction

Not to Exceed Two (2) Pages

This section will summarize in a brief and concise manner, the Proposer's understanding of the need as described in this RFP and a brief narrative summarizing how the proposer will address the need. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

Proposal Section 1.0 — Ability, Capacity and Skill of Firm

Not to Exceed Twenty (20) Pages

- Provide information as provided in Section 6-Evaluation Phases

Proposal Section 2.0 — Proposer's Methodology, Technical Ability and Approach

Not to Exceed Thirty (30) Pages

- Provide information as provided in Section 6-Evaluation Phases

Proposal Section 3.0 — Relevant Experience

Not to Exceed Twenty (20) Pages

- Provide information as provided in Section 6-Evaluation Phases

Proposal Section 4.0 — Pricing Proposal

- Use the required "Chinsegut Pricing Proposal" Sheet, Attachment "I" as part of the "Proposal Section 4.0".

Not to Exceed Five (5) Pages

- Provide information as provided in Section 6-Evaluation Phases

5.5. PROPOSAL EVALUATION PROCESS:

A. The Procurement Selection Committee ("the Committee") will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the Evaluation Criteria and the

Proposal Evaluation Process. The county intends to award one (1) contract through this RFP process.

B. The Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in the Evaluation Criteria Section.

C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. For example, if a Proposer was given a perfect score, that Proposer would receive a total score of 100.

D. If any Proposer claims "Local Preference" and meets the requirements of "Local Preference", that Proposer will be assigned an additional five (5) percent of the points to their overall evaluation consensus score.

E. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).

F. Alternatively, the Board may direct the Committee or the Committee may decide to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.

G. If short listed firms are elevated to the oral presentation evaluation phase. Each elevated firm will receive a Request for Clarification (RFC) letter seeking any necessary clarification of the initial proposal and presentation requirements.

H. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).

I. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.

J. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board, Committee, or Chief Procurement Officer may reject all Proposals and may re-advertise for new

Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

K. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:

1. Reject any or all Proposals or parts thereof
2. Issue subsequent Requests for Proposals
3. Cancel the entire Request for Proposals
4. Remedy technical errors in the Request for Proposals
5. Negotiate with any, all, or none of the Proposers
6. Award a Contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in Proposals

L. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

M. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

N. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

5.6. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after the award of contract, a Proposer may submit a written request to the applicable Contract administrator or procurement agent for a debriefing on the evaluation of their Proposal. The procurement agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone

conference or the Proposer may request a copy of the digital recording of the selection on CD for $15.00 fee. The debriefing shall include the following minimum information:

A. Key requirements of the solicitation.

B. The overall ranking of all Proposals.

C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.

D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.

E. If applicable, a summary of the rationale for award.

F. Responses to any relevant questions of the Proposer.

5.7. TERMS AND CONDITIONS:

A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.

C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.

F. In accordance with section 287.1351, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work,

may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a supplier, Contractor, Sub-Contractor or Consultant/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 Section 287.017, F.S., for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

H. Proposers shall list all proposed Sub-Contractors to be used, include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

5.8. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, 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.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage

and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:
    a. State.....Statutory
    b. APPLICABLE FEDERAL.....Statutory
    c. EMPLOYER'S LIABILITY.....Minimum:
        i. $100,000.00 each accident
        ii. $100,000.00 by employee
        iii. $500,000.00 policy limit
    d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
    https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/
2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
    a. Coverage as follows:
        i. EACH OCCURRENCE.....$1,000,000.00
        ii. GENERAL AGGREGATE $2,000,000.00
        iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00
        iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..$2,000,000.00 Per Project Aggregate (if applicable)
    b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
        i. FIRE DAMAGE (Any one (1) fire.....$50,000.00
        ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

    a. COMBINED SINGLE LIMIT (CSL)..... $1,000,000.00

    b. BODILY INJURY (Per Person)..... $1,000,000.00

    c. BODILY INJURY (Per Accident)..... $1,000,000.00

    d. PROPERTY DAMAGE.....$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

5.9. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of $3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit

annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of $1,000,000.00.

5.10. INSURANCE REQUIREMENTS (continued)

POLLUTION LIABILITY - required for Pest Control Services only.

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than $1,000,000.00 Per Occurrence

$1,000,000.00 Aggregate

$5,000.00 Medical Payment

Additional Insured and Waiver of Subrogation required.

5.11. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon

completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

5.12. PROTESTS AND LOBBYING

Any Respondent who protests the Request for Proposal or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at https://www.hernandocounty.us/home/showpublisheddocument/10270. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

5.13. CONE OF SILENCE

This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.

Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation

team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.14. E-VERIFY

A. Proposer is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Proposer represents and warrants (a) that the Proposer is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Proposer employees are legally eligible to work in the United States, and (c) that the Proposer has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Proposer's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Proposer unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

C. Legitimate claims of the Proposer's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Procurement Department at (352) 754-4020: and

   2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Proposer's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Proposer cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Proposer from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Proposer is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Proposers to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.15. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:

    a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00.

2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.

C. Definitions:

1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.

2. Local Vendor Affidavit of Eligibility shall accompany the Proposal or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

a. A physical business and location address.

b. Proof of payment of real property tax due to Hernando County.

c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

d. Any additional information necessary to verify local status.

D. Competitive Bids/Quotes:

1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

2. Purchases with any sole source supplier for supplies, materials, or other equipment.

3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.

4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.

5. Purchases with an estimated cost of less than $10,000.00 or less.

F. Appeal:

1. If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.16. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Procurement Manual.

5.17. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **Five (5) years**. The Contract may be renewed for **two (2)** additional

three (3) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

5.18. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the successful Proposer.

5.19. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.

B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, and (5) improper and/or undated signatures.

C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County involving a previously awarded Contract.

D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

5.20. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

5.21. EXAMINATION OF PROPOSAL DOCUMENTS:

A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.

C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

5.22. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

5.23. MODIFICATION/WITHDRAW OF PROPOSAL:

A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.

B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.

C. No Proposal shall be modified or withdrawn by the Proposer after the stipulated submittal date and time.

5.24. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

5.25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

5.26. FINANCIAL STRENGTH:

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

5.27. CLARIFICATIONS

Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

5.28. PUBLIC RECORDS ACT:

A. **Proposers should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path**

Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents ($0.15) per page, plus cost of copying.

B. Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as “Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.071 of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.

D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

5.29. JOINT VENTURES:

A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.

2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

5.30. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5.31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

5.32. FOREIGN COUNTRIES OF CONCERN:

Pursuant to section 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

6. EVALUATION PHASES

6.1. Phase I: Written Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Ability, Capacity, and Skill of Firm** Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project. • Knowledge of the local labor and material markets. • Are the lines of authority and coordination clearly identified • Are essential management functions identified? • Are the functions effectively integrated (e.g., subconsultants' roles delineated?) • Current and projected work load. • Firm's familiarity with the project area. • Credentials, qualifications and relevant individual experience of firm employees. • Unique knowledge, credentials of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment of key staff. • Credentials, qualifications and relevant subconsultant experience. • Financial condition and stability of the Vendor/Contractor. Note: Organization charts and job descriptions depicting your capacity may be included.	Points Based	35 *(35% of Total)*

2.	**Proposer's Methodology, Technical Ability and Approach** For the project and services outlined in the RFP document, describe how you plan to accomplish the following and meet the needs and requirements as noted in the RFP: • Proposed approach to meeting County's stated needs • Value Engineering/cost control. • Quality control methodology. • Schedule maintenance methodology. • Address how Steward will meet all Goals. • Address how Steward will meet all Technical Requirements. • Provide Steward's Responsibility Matrix (Attachment D)	Points Based	25 *(25% of Total)*
3.	**Experience Similar** Describe experience similar to the needs and requirements noted in the RFP as well as the following: • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. • Letters of Reference (minimum of 3 for projects of similar scope and complexity).	Points Based	20 *(20% of Total)*

4.	**Pricing Proposal** Complete the required "Chinsegut Pricing Proposal" sheet, Attachment "I". This section should also include subsections on: • Proposed refurbishment or restoration plans, execution strategies, and funding sources. • Any proposed Grant Funding • Detailed description of cost structure including what, if any, costs will be required of the County • Other sections as unique to the proposer Considerations will include reasonableness, cost-effectiveness and value.	Points Based	20 *(20% of Total)*

6.2. Phase 2: Oral Presentation Evaluation (if required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Presentation Addresses the needs and requirements noted in the Request for Oral Presentations Letter**	Points Based	10 *(50% of Total)*
2.	**Presentation Team Demonstration of Knowledge, Experience, and Teamwork**	Points Based	10 *(50% of Total)*

7. SCOPE AND SPECIFICATIONS

Hernando County is seeking a qualified individual or organization to manage the daily operations and overall site management of the historical Chinsegut Hill Retreat and Conference Center, located at 22495 Chinsegut Hil Rd., Brooksville, FL 34601.

7.1. Chinsegut Hill Retreat and Conference Center Site Description

Chinsegut Hill Retreat and Conference Center offers a unique look at the past of Hernando County, while showcasing the nature of the area. The Chinsegut Hill Manor House, originally built in the 1850s, has been listed on the National Register of Historic Places since 1905. The Manor House and surrounding grounds make for a perfect backdrop, visually and logistically, for weddings, anniversary celebrations, and family reunions. This Chinsegut Hill Retreat includes the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.).

COTTAGES. Chinsegut Hill Retreat and Conference Center has 7 cottages available for guests. Each cottage has four bedrooms, each bedroom with a private bathroom and shower, shares dining and living areas and a kitchenette supplied with a refrigerator, microwave and coffee pot. All cottages have central air conditioning and heat.

DINING HALL. The dining hall at Chinsegut Hill Retreat and Conference Center can accommodate up to 65 people. The kitchen is fully-equipped with a restaurant-quality dishwasher, gas stove, refrigerator, and freezer. The dining hall is ready to handle any catering needs.

BOOKINGS. At the time of release of this Solicitation, there are four bookings in October-2025, four bookings in November-2025, one in January-2026, two in February-2026, four in March-2026, two in April-2026, and two in May-2026.

HISTORIC CHINSEGUT MANOR HOUSE. Presently, the Tampa Bay History Center, a non-profit 501-c3, operates the manor house as a house museum, coordinates tours, hosts special events, cataloguing and care of the Manor House's contents, and organizes and trains volunteer docents.

7.2. Goals

A. **Preserve and Maintain Historic Structures**
In coordination with the County, ensure the long-term preservation, maintenance, and security of all historic buildings and grounds at Chinsegut Hill in accordance with relevant historic preservation standards and both State and local building codes.

B. **Facilitate Public Access and Engagement**
Provide regular opportunities for public access, tours, and educational programming that promote awareness and appreciation of the site's cultural and historical significance. May collaborate with Tampa Bay History Center.

C. **Efficiently Manage Property and Reservations**
Oversee all property operations, including scheduling and managing reservations for events,

tours, or rentals in a way that supports both public use and preservation goals. Provide customer service for guests and boost overnight accommodations.

D. **Foster Partnerships and Community Involvement**
Collaborate with local organizations, educational institutions, and community members to enhance programming and stewardship efforts to increase exposure local and national awareness of the site.

E. **Generate Sustainable and Profitable Revenue**
Develop and implement a financially sustainable business model that includes diversified revenue streams—such as event rentals, guided tours, educational workshops, grants, donations, and retail sales—while protecting the site's integrity and mission. Provide strategies to execute the proposed business model.

F. **Minimize or Eliminate Cost to the County**
Operate the site in a way that significantly reduces or eliminates financial burden on the County, including covering day-to-day operational, staffing, maintenance, and promotional costs. Utilize profits or donations to fund and maintain capital improvements.

G. **Maximize Financial Benefit to the County**
Propose and execute a financially advantageous plan for the County, potentially including profit-sharing, lease payments, or reinvestment of revenues into the site to ensure both preservation and fiscal responsibility.

7.3. Technical Requirements

A. **Routine Building Maintenance**

- Perform regular inspections and a portion of the preventive maintenance of all structures, including roofing, windows, doors, siding, flooring, plumbing, HVAC, and electrical systems.
- Maintain a log of inspections and completed maintenance tasks.

B. **Groundskeeping and Landscaping**

- Mow lawns, trim trees/shrubs, maintain walking paths, and manage drainage areas to ensure a clean and safe environment.
- Remove litter, debris, and invasive species as needed.

C. **Building Systems Management**

- Maintain all operational systems (e.g., electrical, plumbing, septic, fire safety, alarm systems) in good working order.
- Ensure compliance with building codes, safety standards, and ADA accessibility where required.

D. **Pest and Wildlife Management**

- Implement integrated pest control and wildlife deterrent strategies to protect the buildings and grounds without harming the environment.

E. **Historic Preservation Compliance**

- Use appropriate materials and methods for any repairs, maintenance, or improvements in compliance with local, state, and national historic preservation guidelines (e.g., Secretary of the Interior's Standards).
- Seek appropriate approvals before making any structural or aesthetic alterations to historic buildings.

F. **Emergency Preparedness and Response**

- Develop and implement emergency response plans for severe weather, hurricanes, fire, and other potential threats.
- Maintain clear access for emergency vehicles and ensure that fire extinguishers, alarms, and first-aid kits are regularly checked.

G. **Facility Cleanliness and Sanitation**

- Clean and sanitize all interior spaces on a regular schedule, especially after public events or rentals.
- Manage trash and recycling removal in compliance with County standards.

H. **Security and Access Control**

- Maintain building security systems and control access to authorized personnel and guests.
- Report vandalism or unauthorized use to County officials immediately.
- PLEASE NOTE: Use of, control of, and access to the main property gate is a security function and will require final, overall control by the County.

I. **Utilities and Energy Management**

- Manage utility usage efficiently and maintain utility accounts, including payment of said accounts, if required under agreement.
- Explore energy-efficient practices where possible, without compromising historic integrity.

J. **Documentation and Reporting**

- Maintain detailed records of maintenance schedules, repairs, contracts with vendors, and inspections.
- Submit regular reports to the County summarizing activities, issues, and recommendations.

K. **Capital Project Maintenance and Planning**

- Collaborate with the County to identify and plan capital improvements.
- Support project management and contractor coordination.
- Maintain a Capital Improvement Plan that reflects the long-term needs of the site.

7.4. Matrix of Responsibilities

The County has shared the prior matrix of responsibilities as an attachment. The County intends to limit its involvement with the property maintenance, programming, and reservations. Proposers are required to submit their own matrix of responsibilities, "Exhibit D" under attachments, with their proposals.

8. VENDOR QUESTIONNAIRE

8.1. Company Information

*8.1.1. Vendor Registration**

Please download the below documents, complete, and upload.

- Vendor-Registration-Form.pdf

*Response required

*8.1.2. W9 Form **

Please upload your company's W9 information

*Response required

8.1.3. Upload Florida Permit

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

8.1.4. Local Preference.

If you are claiming local preference, please download the below documents, complete, and upload.

- LOCAL_VENDOR_AFFIDAVIT_OF_E...

8.2. Authorizations

*8.2.1. Authorized Representative**

Are you fully authorized to bind this company, or corporation.

☐ Yes
☐ No

*Response required

*8.2.2. Authorized Signatory/Negotiator**

Please provide the information to support the statement below:

The Firm/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Firm/Contractor will be duly bound:

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

*Response required

*8.2.3. Corporate Affidavit**

Please download the below documents, complete, and upload.

- Corporate_Affidavit_(4).pdf

*Response required

8.3. Confirmations

*8.3.1. Confirm 180 days proposal validity**

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

☐ Please confirm

*Response required

*8.3.2. Does this Firm take any Exceptions to the Sample Contract?**

I have carefully examined the Request for Proposals/Qualifications (RFP/RFQ), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP/RFQ Proposal and any other documents accompanying or made a part of this invitation.

I certify that all information contained in this RFP/RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP/RFQ on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP/RFQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP/RFQ for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP/RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP/RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP/RFQ IS SUBMITTED:

Does this Firm take any Exceptions to the Sample Contract?:

☐ Yes

☐ No

*Response required

8.3.3. If you selected "Yes" in the preceding "Exceptions" question, please upload any exceptions to this RFP/RFQ

Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted.

*8.3.4. Drug Free Workplace Certification **

I have read and attest to, in accordance with Florida Statute section 287.087, hereby certify that Proposer:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to this Drug Free Workplace Certificate

☐ Please confirm

*Response required

*8.3.5. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan

List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

*Response required

*8.3.6. E-Verify Certification **

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

*8.3.7. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees**

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees.

☐ Please confirm

*Response required

*8.3.8. FOREIGN COUNTRIES OF CONCERN 287.138**

Section 287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 287.138, Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

*Response required

*8.3.9. Sworn Statement 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Section 287.133 (1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list
*Response required

8.3.10. If you chose option 3, to the question above, 3.9 Sworn Statement 287.133(3), F.S., a, attach a copy of the final order.

8.4. Proposal

*8.4.1. Proposal**

Please upload your proposal. The Proposal Format section of Section 5 of this RFP/RFQ describes the required Proposal Format. Proposer's should also reference Section 6 Evaluation Criteria.

*Response required

8.5. Additional Required Forms

*8.5.1. Hernando County Employment Disclosure**

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

*Response required

*8.5.2. Anti Human Trafficking Affidavit**

Please download the below documents, complete, and upload.

- Anti_Human-Trafficking-Affi...

*Response required

EXHIBIT D

	Responsible Party		
Item	County	City	TBHC
Electricity Manor House, Maint. Shed, Water Plant	x		
Electricity (Retreat Areas)		x	
Mowing Grounds		x	
Automatic Entrance Gate	x		
Lawn Trim Work		x	x
Internet Access	x		
Phone Service		x	x
Kitchen cleaning		x	
Kitchen equipment replacement (incl. pots, pans, etc.)		x	
Water Plant Maintenance	x		
Pest Control (Retreat Areas)		x	
Pest Control (Manor House)	x		
A/C Maintenance repair Manor House	x		
A/C Maint. repair (cabins, dining hall, classroom, caretakers)		x	
Equipment used in retreat center operations		x	
Fire Alarm maintenance, phone lines for fire alarm.	x		
Roof Repair / Replacement	x		
Maintenance of Retreat Center		x	
Cleaning of Cabins / Bed Sheets		x	
Cleaning of Manor House			x
Cleaning of Dining hall / Classroom		x	
Adverting for events / tours		x	
Security of Site		x	x
Inventory and Preservation of articles in Manor House			x
Educational Signs for Manor House			x
Invasive Plant Management	x		
Fallen Tree removal (Manor house)	x		
Fallen Tree removal (Retreat Areas)		x	
Plumbing Manor House	x		
Plumbing Conference Center (Including cabins)		x	
Insurance for Manor House	x		
Security System of Manor House	x		

County = Hernando County Board of County Commissioners
City =City of Brooksville
TBHS = Tampa Bay Historty Center

EXHIBIT D

Matrix of Responsibility

	Responsible Party		
Item	**County**	**Property Manager**	**TBHC**
Electricity Manor House, Maint Shed, Water Plant			
Electricity Dining Hall			
Electricity Classroom			
Electricity Cottages			
Electricity Caretaker House			
Mowing Grounds			
Automatic Entrance Gate			
Lawn Trim Work			
Internet Access			
Phone Service			
Kitchen Cleaning			
Kitchen Equipment Replacement (Over $200.00)			
Kitchen Equipment Replacement (Under $200.00)			
Water Plant Maintenance			
Pest Control (Retreat Areas)			
Pest Control (Manor House)			
A/C Maintenance Repair Manor House			
A/C Maint. Repair Cottages, Dining Hall, Classroom, Caretakers			
Equipment Used in retreat center operations			
Fire Alarm Maintenance, Phone Lines for Fire Alarm			
Roof Repair/ Maintenance Manor House			
Roof Repair/ Maint Cottages, Dining Hall, Classroom, Caretakers			
General Maintenance Manor House			
General Maint Cottages, Dining Hall, Classroom, Caretakers			
Cleaning of Cottages/ Bed Sheets			
Cleaning of Manor House			
Cleaning of Dining Hall/ Classroom/ Caretaker			
Advertising for Events/ Tours			
Security of Site			
Inventory and Preservation of Articles in Manor House			
Educational Signs for Manor House			
Invasive Plant Management (including signage)			
Fallen Tree Removal (Manor House)			
Fallen Tree Removal (Retreat Area)			
Plumbing Manor House			
Plumbing Cottages, Dining Hall, Classroom, Caretakers			
Insurance for Manor House			
Driveway/Road Maintenance			
Trash Removal			

County= Hernando County Board of County Commissioners

Property Manager = (Awarded Firm)

TBHC = Tampa Bay History Center

HERNANDO COUNTY LICENSE AGREEMENT

This Hernando County License Agreement, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter the "Licensor" or "Hernando County"), and TAMPA BAY HISTORY CENTER, a Florida 501(c)(3) non-profit corporation, whose address is 801 Water Street, Tampa, FL 33602 (hereinafter the "Licensee").

RECITALS

WHEREAS, the County is the Tenant (Lessee) of the state property known as Chinsegut Hill (hereinafter "Chinsegut Hill"); and,

WHEREAS, Chinsegut Hill is subject to the requirements of various federal laws and regulations including, without limitation, the National Historical Preservation Act of 1966 and the National Register of Historic Places Program; and,

WHEREAS, Licensee is partnering with the City of Brooksville, occupying the property and close coordination is critical for the successful operation of the whole. Licensee and City of Brooksville will develop a Memorandum of Understanding outlining the expectations of each party within ten (10) days of the execution of this Agreement and this Agreement will outline the process to coordinate special events and the usage of cabins, the conference center, and education buildings; and,

WHEREAS, there are undeveloped portions of the Chinsegut Hill property, which are not currently used for Manor House, Dining Hall, Cottages, Classroom, Caretaker, and Conference Center activities that will be placed and maintained in a land conservation program separate from this Agreement; and,

WHEREAS, the Licensee, which operates a regional history museum in Tampa, Florida, wishes to increase its geographic impact and expand its preservation efforts by providing curatorial and interpretive services to ensure Chinsegut Hill's history is preserved and shared with the public, with activities including cataloging, condition assessment and care for the contents of the Manor House, operating the Manor House as a house museum with regularly advertised business hours, hosting special events at Licensee's discretion and in close coordination with City of Brooksville, development of curriculum materials highlighting Chinsegut Hill's history, organizing and training of volunteer docents, and working closely with Hernando County in promoting and preserving the Chinsegut Hill Manor House; and,

WHEREAS, the Licensee desires to utilize specified portions of the Chinsegut Hill Property for the purpose of the operation (see Exhibit C) of the Manor House, (hereinafter said "use of premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the use of the property is consistent with the Hernando County Comprehensive Plan, Zoning Ordinances, and other applicable state and federal laws or, in the alternative, has been grandfathered in through established pre-code uses by the State of Florida or University of South Florida; and,

WHEREAS, the historic oaks located on the property are under the care and supervision of the National Arbor Foundation who authorizes any use or work on the oaks; and,

WHEREAS, Licensee agrees to the terms and conditions of use of the Chinsegut Hill property as specified in this License Agreement, including without limitation, the indemnity and hold harmless provisions, required insurance provisions, fees, and other terms, conditions, and requirements as detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREMISES.

The Licensor hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Chinsegut Hill property described and shown on Exhibits "A" and "B", attached hereto and made a part hereof by reference (hereinafter the "Premises"). The license shall include a limited right of ingress and egress to the Premises using only the access road specified in Section 7.B. below.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on , 2023 and shall terminate on December 31, 2026, at 11:59 p.m., (Initial Term) unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this License Agreement, including acknowledged receipt and sufficiency of required insurance. The Licensee shall have the option upon giving written notice to the Licensor no less than 60 days prior to the anniversary date to renew this Agreement one (1) time for a period of two (2) years.

B. The Licensee shall be entitled to use of the building improvements shown on Exhibit "B" throughout the term of the License Agreement.

C. The License will terminate without cause, regardless of the circumstances, when the Chinsegut Hill lease agreement between Hernando County and the Florida Department of Environmental Protection is terminated, cancelled, or expired. Licensee will be notified in writing of said lease termination.

D. Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

SECTION 4. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises' buildings only for the following purposes, which are fully described in Exhibit "C," attached hereto and made a part hereof by reference. Licensee shall be solely responsible for doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by participants and guests. This includes compliance with local/state/federal laws, and local/state historical building codes and county zoning requirements, where applicable.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than those listed in Exhibit C, without prior written consent from the County. All activities not specifically mentioned shall be coordinated and approved in advance with the County.

C. Within sixty (60) days of the execution of this License Agreement, the Licensor and Licensee shall mutually create an inventory of all fixtures and furniture in the Manor House. The Licensee shall be responsible to maintain these assets during the term of this Agreement. Should any of these items require off-site storage or disposal, the Licensee shall notify the County in writing for approval.

D. Within thirty (30) days of the execution of this License Agreement, the Licensee shall create a video documentation of the structure as a testament to its condition at the time of occupancy, a copy of which shall be provided to the Licensor.

E. Licensee will control access to the Manor House. Hernando County staff and approved contractors will advise Licensee when access is needed for inspection or repairs.

SECTION 5. REQUIRED PERMITS AND LICENSES

A. The Licensee, in its own name and at its own expense, shall obtain all applicable permits and/or licenses required or needed in connection with any use under this License Agreement. All such permits/licenses shall be obtained prior to the use and copies shall be provided to the County with a copy to the County Attorney's Office. Failure to obtain said approvals of applicable permits and/ or licenses will render the license granted herein null and void. County staff will assist Licensee in identifying local required permits.

B. The failure of this License Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible federal, state, and local authorities or other entities where necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any state or federal permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Licensor Hernando County, its officers, employees, and agents, harmless for administrative, civil,

and criminal penalties for any violation of federal and state statutes or regulations, including, but not limited to, environmental laws and regulations.

SECTION 6. LICENSE FEE; OTHER COSTS.

The Licensee shall pay the Licensor an annual fee of One Hundred Fifty Dollars ($150) for the use of the Premises. The first-year fee is due and payable upon approval of the Agreement. The fee is then due on January 1st of each successive year of the initial term or renewal term. Payment shall be directed to Clerk of Circuit Court, Finance Department, 20 N. Main Street, Room 264, Brooksville, FL 34601, payable to the Hernando County Board of County Commissioners.

SECTION 7. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any additional alterations to the Premises, or to place additional improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County.

B. ACCESS. The Licensee agrees that all access to/from the Premises throughout the year shall be via the main road and entrance to the Chinsegut Hill site. No parking or other use is permitted on the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION/REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Licensor in like or equal condition as existed at the commencement of the license. This obligation includes, but is not limited to, the obligation to return the premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Licensor shall clean the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons, and/or guests arising from each use. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licensor shall conduct the repair to the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. In addition, the Licensor may pursue any legal action to recover the debt.

D. SECURITY. The Licensee shall be fully responsible for all security related to events it is hosting at the Manor House and/or Chinsegut Hill grounds. All security measures will be the responsibility of Licensee.

E. UTILITIES. The Licensor shall be responsible for the following utilities expenses gas, and cellular telephone data during the terms of this License that are for the Manor House.

F. ADDITIONAL RESPONSIBILITIES AND EXPENSES. The Licensee and Licensor agree to the matrix of responsibilities, attached as Exhibit "D" hereto and made a part hereof by reference, including legal and financial responsibility for each item.

G. WATER WELL. The Chinsegut facility is connected to a water well and fire pump system ("Robbins Donation 2") owned by Florida A&M University. The use of this system is provided

by a revocable permit in favor of Hernando County. This permit terminates on February 22, 2027. Should this system not be available to serve the Chinsegut facilities in the future, the Licensor will install or connect to a water system suitable to serve the property.

H. Licensee shall provide its annual financial statement and / or audit to the Licensor for review no later than January 30th of each year of this License.

SECTION 8. LICENSEE ACKNOWLEDGMENT.

A. The Licensee acknowledges and agrees that the Premises consist of portions of the Chinsegut Hill property, specifically the Manor House, Conference Center, Dining Hall, Cottages, Classroom, Caretaker's Residence, and related facilities (support buildings, etc.) as set out in Exhibits "A" and "B."

SECTION 9. INDEMNITY/HOLD HARMLESS, INSURANCE, SAFETY AND INSURANCE PROVISIONS.

A. INDEMNITY.

To the fullest extent permitted by Florida law, the Licensee covenants and agrees that it will defend, indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Licensee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Licensee nor any of its subcontractors or assignees 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. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as consent by the County or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

B. PROTECTION OF PERSONS AND PROPERTY

The Licensee will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License.

C. MINIMUM INSURANCE REQUIREMENTS

Licensee shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License.

GENERAL LIABILITY: Commercial General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for

personal injury and/or bodily injury, including death. COVERAGE AS FOLLOWS:

EACH OCCURRENCE GENERAL AGGREGATE	$1,000,000
GENERAL AGGREGATE	$2,000,000
PERSONAL/ADVERTISING INJURY	$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	$2,000,000

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of

FIRE DAMAGE (any one (1) fire)	$50,000
MEDICAL EXPENSE (any one (1) person)	$5,000

ADDITIONAL INSURED: Licensee agrees to endorse Hernando County as an additional insured on the Commercial General Liability. The additional insured shall read, "Hernando County Board of County Commissioners." Proof of Endorsement is required.

WAIVER OF SUBROGATION: Licensee agrees by entering into this Agreement to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Other, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

EXCESS/UMBRELLA LIABILITY: Licensee shall provide proof of excess/umbrella liability coverage with minimum limits of $1,000,000.

LIQUOR LIABILITY: Licensee shall provide proof of host liquor liability coverage with minimum limits of $1,000,000.

Licensee shall require vendors to provide proof of liquor liability, which shall name the Licensee and Hernando County as an additional insured on the vendor's policy; and further, provide Hernando County with a waiver of subrogation for General Liability

WORKERS' COMPENSATION: As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY	Minimum $100,00 each accident
	$100,000
	$500,000 policy limit

SUBCONTRACTORS (IF APPLICABLE): Any and all subcontractors hired by Licensee are required to provide Hernando County with a Certificate of Insurance with the same limits required within Section 9 of this License Agreement. All subcontractors are required to name Hernando County as additional insured and provide a waiver of subrogation for General Liability.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Licensee agrees to provide County with a Certificate of insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify when available by Licensee's insurer. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Licensee agrees to notify the County within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.**

The Certificate Holder shall read:

Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles, which all are the sole responsibility and risk of Licensee.

3. The term "COUNTY" or "HERNANDO COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

SECTION 10. LICENSOR SUPPORT.

The Licensor will support and collaborate on grants and other sources of financial support identified by the Licensee that further the restoration and operation of the Chinsegut facilities, subject to County Commission approval. Examples of this support can include applications for grants, state and federal legislative appropriations, or requests to private foundations. If necessary, 'the Licensor may act as a conduit for these funds should they only be available to public entities.

SECTION 11. TERMINATION.

This License Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party. This License Agreement may also be terminated as stated in Section 3.C., Section 13, or where Licensee fails to meet the requirements as stated within this License.

SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as a certified mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally- recognized overnight courier (such as UPS, overnight mail, or Federal Express); (d) or by email. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery or email shall be deemed effective one (1) business day after transmission or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For the purposes of notice or communication to the Licensee:

Tampa Bay History Center
c/o C.J. Roberts, CEO
801 Old Water Street
Tampa, FL 33602

In the case of notice or communication to the Licensor:

Hernando County
c/o County Administrator
15470 Flight Path Drive
Brooksville, FL 34604

SECTION 13. PUBLIC RECORDS.

Public Records 6 To allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with Agreement, subject to the provisions of Chapter 119, F.S. Licensee's noncompliance herewith shall be a material breach of this Agreement.

SECTION 14. AMENDMENT/MODIFICATION.

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

SECTION 15. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and the Agreement will be terminated.

SECTION 16. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject

matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the agreement hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 17. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

SECTION 18. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent they are contrary, prohibited, invalid, or void; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 19. VENUE; ATTORNEY FEES.

Any dispute, claim, or action relating to or arising under this License Agreement shall be brought solely in the County or Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. As allowed by law, both parties waive their right to a jury trial.

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this Amendment to License Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of the date last executed below.

WITNESSES:

Signature: Nancy Pesce
Print Name: Nancy Pesce

Signature: R Booth
Print Name: Ryan Booth

LICENSEE:

01.18.24
Tampa Bay History Center Date

ATTEST

Doug Chorvat, Jr.
Clerk of Circuit Court & Comptroller

SEAL

LICENSOR

Board of County Commissioners Hernando County, Florida

2-13-2024
Elizabeth Narverud Date
Chairwoman

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office

Plan

Exhibit "A" Manor House Site Plan

Exhibit B

Conference Center Site Plan

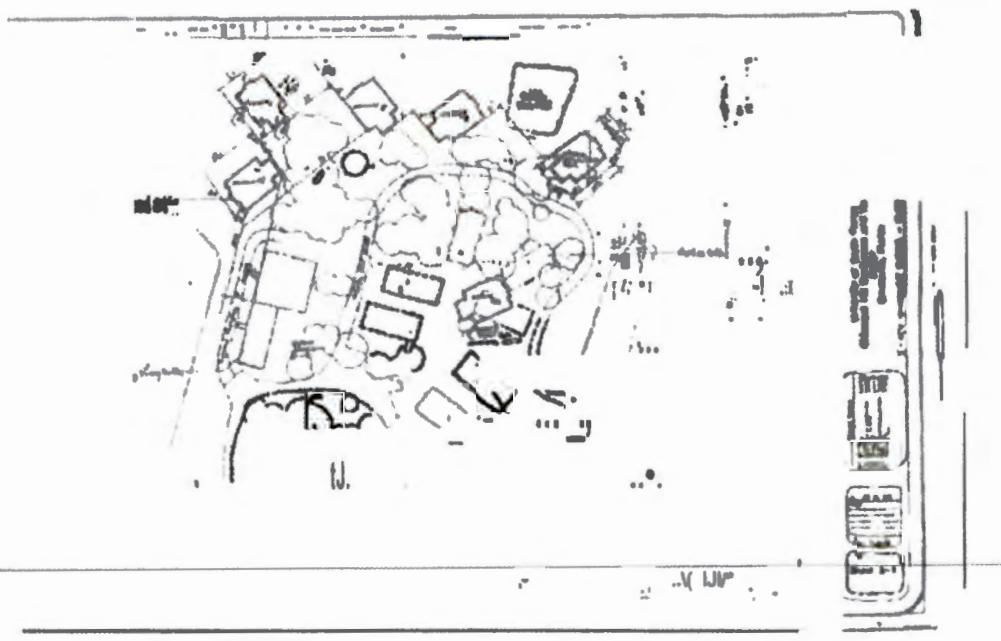


EXHIBIT C

EVENTS/ACTIVITIES

* Manor House tours
* Weddings and associated activities
* Catering
* Breakfasts, lunches, and dinners
* Community events/activities to include, but not limited to; activities that promote fine arts, culture, music, literature and/or history; movie night, tea parties, holiday events, small scale festivals, etc.
* Trainings/conferences
* Gift shop/museum
* Photography and artist events
* Interpretive and educational programs
* Collaborative events planned in conjunction with City of Brooksville

**Per State Fire Marshal: Third Floor of Manor House not to be used for occupancy and tours. Allowable usage restricted to storage.*

EXHIBIT D

Item	Responsible Party		
	County	City	TBHC
Electricity Manor House, Maint. Shed, Water Plant	x		
Electricity (Retreat Areas)		x	
Mowing Grounds		x	
Automatic Entrance Gate	x		
Lawn Trim Work		x	
Internet Access	x		
Phone Service		x	x
Kitchen cleaning		x	
Kitchen equipment replacement (incl. pots, pans, etc.)		x	
Water Plant Maintenance	x		
Pest Control (Retreat Areas)		x	
Pest Control (Manor House)	x		
A/C Maintenance repair Manor House	x		
A/C Maint. repair (cabins, dining hall, classroom, caretakers)		x	
Equipment used in retreat center operations		x	
Fire Alarm maintenance, phone lines for fire alarm.	x		
Roof Repair/ Replacement	x		
Maintenance of Retreat Center		x	
Cleaning of Cabins/ Bed Sheets		x	
Cleaning of Manor House			x
Cleaning of Dining hall/ Classroom		x	
Adverting for events/ tours		x	
Security of Site		x	x
Inventory and Preservation of articles in Manor House			x
Educational Signs for Manor House			x
Invasive Plant Management	x		
Fallen Tree removal (Manor house)	x		
Fallen Tree removal (Retreat Areas)		x	
Plumbing Manor House	x		
Plumbing Conference Center (Including cabins)		x	
Insurance for Manor House	x		
Security System of Manor House	x		

County= Hernando County Board of County Commissioners
City =City of Brooksville
TBHS = Tampa Bay History Center

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28th day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease may not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. However, the LESSEE shall have the immediate right to repair or add to the existing facilities, improvements or repairs that maybe required and authorized by Division of Historic Resources, Department of State; the Hernando County Building Department; Florida Building Code; the Americans with Disabilities Act or the Health Department so that the Conference Center and Manor House can be utilized as soon as possible. No additions, improvements or repairs shall be made in violation of Paragraph # 32 of this Lease. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted

and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, said approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior

written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer

to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, if applicable, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Hernando County Board of County Commissioners
c/o Contract Manager
20 North Main Street, Room 263
Brooksville, Florida 34601

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall

mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage,

production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of equal or better condition as received on the effective date of the lease, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in equal or better condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Diane Rogowski
Witness
DIANE ROGOWSKI
Print/Type Name

By: Cheryl C McCall (SEAL)
Cheryl C. McCall, BUREAU CHIEF
BUREAU OF PUBLIC LAND ADMINISTRATION,
DIVISION OF STATE LANDS,
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Keith Clayton
Witness
Keith Clayton
Print/Type Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of June, 2013, by Cheryl C. McCall, Bureau Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Keith Clayton
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
KEITH E. CLAYTON
MY COMMISSION EXPIRES
December 29, 2013
#DD 948398
Bonded thru Notary Public Underwriters

Approved as to Form and Legality

By: _____
DEP Attorney

HERNANDO COUNTY, FLORIDA
by its Board of County Commissioners

Witness
TINA B. DUENNINGER
Print/Type Name
Witness
Jenine Wimer
Print/Type Name

By: _____
David Russell, Jr.
Title: _____

(OFFICIAL SEAL)

COUNTY ADMINISTRATOR

ATTEST: _____
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Hernando County

"LESSEE"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30 day of May 2013, by Leonard Sossamon and Don Barbee, Jr., as County Administrator and Clerk of Circuit Court respectively, on behalf of the Board of County Commissioners of Hernando County, Florida. They are personally known to me.

Jenine Wimer
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

JENINE WIMER
MY COMMISSION # DD 998897
EXPIRES: July 8, 2014
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Exhibit A

Known as the Chinsegut Hill Manor Tract of the Animal Husbandry Research Station of the U.S. Department of Agriculture at Brooksville, Florida, more particularly described as follows:

Commencing at the NE corner of the NW¼ of Sec. 36, T21S, R19E, Hernando County, Florida, go thence N 89°25'41"W, along the north line of said Sec. 36, a distance of 2647.06' to a point, said point being the NW corner of said Sec. 36 thence S 1°30'10"W, a distance of 806.09', thence S 88°49'51"E, a distance of 285.25' thence S 76°40'13"E, a distance of 323.09', thence S 14°53'31"E a distance of 403.90' thence S 17°46'08"E a distance of 627.47 to a point 50' NE of the Center Line of Chinsegut Hill Road; thence N 74°02'50"E, a distance of 57.67', to a point; thence S 17°46'08"E a distance of 120 feet, thence S 3°05'47"E, a distance of 105.36' to the P.C. of a curve, concave to the NE said point being 15' (as measured at right angles) from the center line of aforementioned Chinsegut Hill Road; thence parallel to and 15' from the center line of aforementioned Chinsegut Hill Road, along the following curves, courses and distances; thence southeasterly along the curve whose radius is 237.07', I=60°51.43", tan 162.51' and long chord is S 37°31'38"E, 268.09', an arc distance of 284.72', to the P.T. of said curve; thence S 71°57'30"E, a distance of 98', to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 563.63', I=10°53'20", tan 53.72 and long chord is S 77°24'10"E, 106.96', an arc distance of 107.12', to the P.T. of said curve, thence S 82°50'50"E, a distance of 71.85', to the P.C. of a curve, concave to the northwest, thence northeasterly along the curve whose radius is 441.71', I=31°20'50", tan 123.94' and long chord is N 81°28'45", E 238.66' an arc distance of 241.66' to the P.T. of said curve thence N 65°48'20"E, a distance of 200' to the P.C. of a curve, concave to the southeast, thence northeasterly along the curve whose radius is 280.73', I=39°09' tan 99.83' and long chord is N 85°17'50"E, 188.11', an arc distance of 191.82' to the P.T. of said curve, thence S 75°02'40"E, a distance of 72.99' to the P.C. of a curve, concave to the southwest, thence southeasterly along the curve whose radius is 419.62', I=40.21', tan 154.18' and long chord is S 54°52'10"E, 289.44' an arc distance of 295.51' to the P.T. of said curve, thence S 34°41'40"E, a distance of 114.91' to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 341.81' I=39°21'10", tan 122.23' and long chord is S 54°22'15"E, 230.18' an arc distance of 234.77' to the P.T. of said curve, thence S 74°02'50"E a distance of 122.89' to a point on the westerly r/w line of state road 581; thence N 0°36'25"E along the said westerly r/w of state road 581 a distance of 2629.40' thence N 89°25'41"W, a distance of 25' to the point of beginning.

EXHIBIT "A"
PAGE 15 OF 16 PAGES
LEASE NO. 4715

LESS AND EXCEPT:

(1) A 25-ft. right-of-way across the property reserved to the Grantor with all appropriate rights of access thereto by its agents on which right-of-way is located the 2165-ft. of 2-inch water line owned by the United States of America and which is now serving the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way of State Road 581 a distance of 1273.47 feet to a point which is the beginning of the centerline for the area described herein of a strip of land 12 feet wide running N 84°51'49"W 68.79 feet, thence N 70°33'11"W 351.66 feet, thence N 53°14'56"W 274.81 feet, thence S 84°47'40"W 150.45 feet, thence N 88°27'03"W 656.51 feet, thence S 82°53'43"W 105.19 feet, thence S 56°45'51"W 117.19 feet, thence S 51°08'34"W 144.88 feet, thence S 17°23'55"W 81.13 feet, thence S 68°10'25"W 214.32 feet terminating at a point located S 17°46'08E 48 feet from a property corner in the Government property line.

(2) A 25-ft. right-of-way across the property reserved to the Florida Power Corporation with all appropriate rights of access thereto by its agents for maintenance purposes on which right-of-way is located the transmission lines owned by the said Florida Power Corporation which said power transmission lines serve the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way line of State Road 581 a distance of 813.12 feet to a power line pole, property of the Florida Power Corporation with a company meter thereon. From this point of beginning go westerly along the center line of a 25 ft. right-of-way within the boundaries of the Chinsegut Hill Manor House Tract N 80°06'11"W 835.90 feet to a P.I., thence N 89°18'15"W, 1086.07 feet to a P.I., thence S 48°51'35"W 228.79 feet to a point which is N 7°06'56"W 53.12 feet from the property corner in the west property line of the Manor House Tract (as established by survey by the Coastal Engineering Associates of Brooksville revised, 10/31/61), thence S 3°59'47"E 52.14 feet to its point of intersection with the surveyed property line which has a bearing of S 76°40'13"E to the above-referenced property corner.

BSM APPROVED
By M.F Date 9/10/08

EXHIBIT "A"
PAGE 16 OF 16 PAGES
LEASE NO. 4715

This Sublease was prepared by:
Victoria F. Thompson,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
ACTION I.D. #27649
OAS1
[0.04 acres]

HERNANDO COUNTY

SUBLEASE AGREEMENT

Sublease Number 4715-001

THIS SUBLEASE AGREEMENT, is made and entered into this 24th day of June 2016, between HERNANDO COUNTY, hereinafter referred to as "SUBLESSOR" and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS**: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Chinsegut Hill Conference Center and Manor House under TRUSTEES' Lease Number 4715.

2. **DESCRIPTION OF PREMISES**: The property subject to this sublease agreement, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".

3. **SUBLEASE TERM**: The term of this sublease shall be for a period of five years (5) years commencing on June 1, 2013, and ending on May 31, 2018, unless sooner terminated pursuant to the provisions of this sublease. SUBLESSEE is hereby granted the option to renew this sublease for three additional five-year terms provided that notice of exercise of said options is given by SUBLESSSE to SUBLESSOR at least thirty (30) days prior to the expiration of the current sublease term. SUBLESSEE'S option to renew is contingent upon SUBLESSOR exercising its right to renew TRUSTEES' Lease Number 4715.

4. **PURPOSE**: SUBLESSEE shall manage the subleased premises only for the establishment and operation of ~~establishment and operation of~~ a communications tower, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.

5. **CONFORMITY:** This sublease shall conform to all terms and conditions of TRUSTEES' Lease Number 4715 between the TRUSTEES and SUBLESSOR, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. **QUIET ENJOYMENT AND RIGHT OF USE**: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. **LAND USE PLAN**: SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Land Use Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Land Use Plan prepared under this sublease shall identify

management strategies for exotic species, if present. The introduction of exotic species is prohibited. except when specifically authorized by the approved Land Use Plan.

8. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. **RIGHT OF INSPECTION**: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF EQUIPMENT:** All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS**: SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

12. **LIABILITY**: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. **NO WAIVER OF BREACH**: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. **TIME**: Time is expressly declared to be of the essence of this sublease.

16. **NON-DISCRIMINATION**: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. **UTILITY FEES**: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. **MINERAL RIGHTS**: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. **RIGHT OF AUDIT**: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. **CONDITION OF PROPERTY**: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no

responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. **NOTICES**: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Hernando County Board of County Commissioners
c/o Contract Manager
20 North Main Street, Room 263
Brooksville, Florida 34601

SUBLESSEE: State of Florida Department of Transportation
11201 N. Malcolm McKinley Drive
Tampa, Florida 33612-6403

With a mandatory copy to:
Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

22. **BREACH OF COVENANTS, TERMS, OR CONDITIONS**: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. **DAMAGE TO THE PREMISES**: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States

Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination. remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. **ENVIRONMENTAL AUDIT**: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **SURRENDER OF PREMISES**: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises.

Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES**: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. **SOVEREIGNTY SUBMERGED LANDS**: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. **CONDITIONS AND COVENANTS**: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

32. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

33. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. **MAINTENANCE OF IMPROVEMENTS**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

35. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

37. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

39. **ADMINISTRATIVE FEE**: SUBLESSEE shall pay TRUSTEES an annual administrative fee of $300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days

from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. **SPECIAL CONDITIONS**: SUBLESSEE further covenants and agrees to permit SUBLESSOR to:

(a) Utilize the existing communication tower (or any replacement tower) space at or near the 170-foot level for mounting of antennas for SUBLESSOR'S benefit.

(b) Have access to interconnect with SUBLESSEE'S AC power.

(c) Have access to the subleased premises and the communications tower to utilize rights reserved by this section.

IN WITNESS WHEREOF, the parties have caused this sublease agreement to be executed on the day and year first above written.

HERNANDO COUNTY, FLORIDA
By its Board of County Commissioners

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)

Print/Type Name

Title: Chairman

(Official Seal)

Attest: _____

Print/Type Name

Title: 6/2/16

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 2nd day of JUNE 2016, by James E. Adkins and _____ as Chairman and _____, ~~respectively,~~ on behalf of the Board of County Commissioners of Hernando County, Florida. They are personally known to me or produced _____ as identification.

MARY E. SPENCER
Notary Public - State of Florida
Commission # FF 182790
My Comm. Expires Mar 31, 2019
Bonded through National Notary Assn.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: FF 182790

Commission Expires: March 31, 2019

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Witness
Kristen E. Carson
Print/Type Witness Name

By: _____ (SEAL)

Paul J. Steinman
Type/Print Name

Title: District Seven Secretary

Witness
David R. Botello
Print/Type Witness Name

"SUBLESSEE"

3/14/2016

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22nd day of March, 2016, by Paul J. Steinman, as D7 Secretary of State of Florida Department of Transportation, who is personally known to me or who has produced _____ as identification.

Maria L Aloyo
Notary Public, State of Florida

Maria L. Aloyo
Print/Type Notary Name

Commission Number:
Commission Expires:

MARIA L ALOYO
Commission # EE 210787
Expires October 23, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Consented to by the TRUSTEES on 29th day of June, 2016.

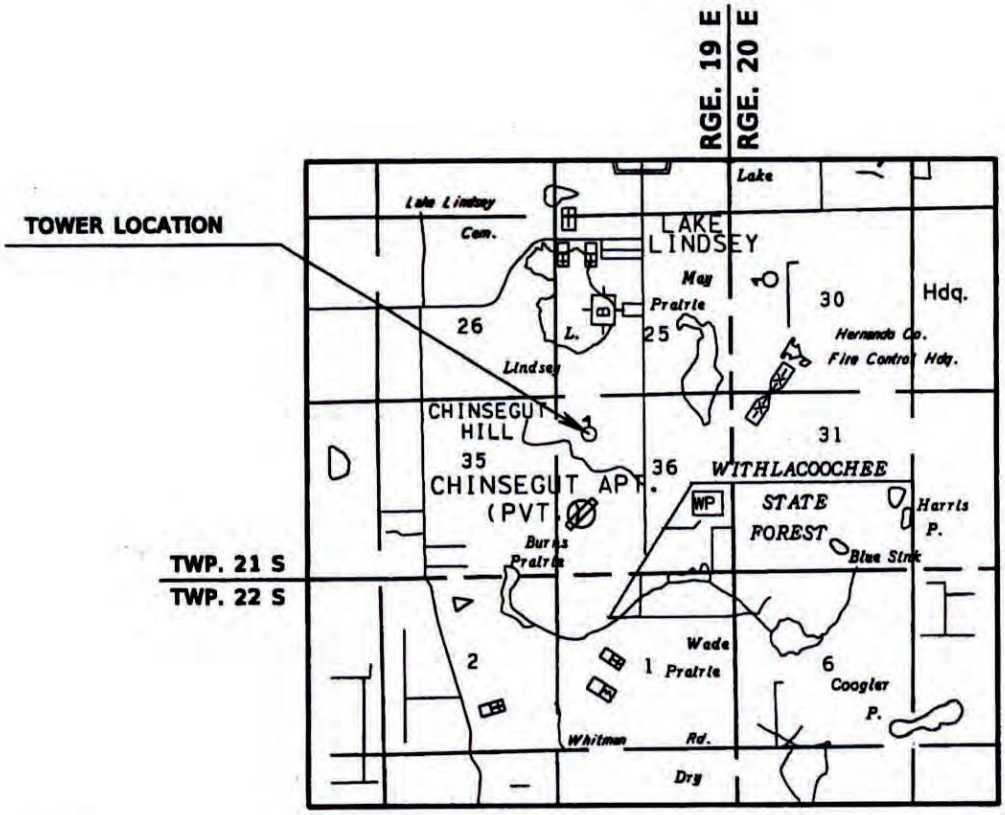
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Cheryl CMcCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

APPROVED SUBJECT TO PROPER EXECUTION

By: _____
DEP Attorney

PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL



N.T.S.

(VICINITY MAP)

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A — **HERNANDO COUNTY**

	BY	DATE
DRAWN	S NEMETH	08/21/15
CHECKED	J STUKEY	08/26/15

PREPARED BY: VOLKERT, INC.

DATA SOURCE: F.B. 003613

F.P. NO. 254539 1 — SECTION N/A — SHEET 1 OF 4

PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL

GENERAL NOTES

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST 0902 ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF N 89°28'14" E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.
2. THIS LEASE PARCEL SKETCH IS SUPPORTED BY A SURVEY DATED DECEMBER 11, 2014, AS SHOWN IN FIELD BOOK 003613, PREPARED UNDER THE RESPONSIBLE CHARGE OF WILLIAM H. FULGHUM, FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 4993. THIS FIELD BOOK IS FILED OF RECORD IN THE DISTRICT 7 SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE IN TAMPA, FLORIDA.
3. ALL DISTANCES AND BEARINGS HAVE BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT UNLESS NOTED OTHERWISE.
4. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE DUE TO REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. OWNER = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (T.I.I.T.F.)
6. AREA OF LEASE PARCEL =1736 SQUARE FEET.

THIS SKETCH AND DESCRIPTION WAS PREPARED BY:
VOLKERT, INC. - LB 4641
3501 SOUTH MAIN STREET, SUITE 2
GAINESVILLE, FLORIDA 32601
(352) 372-9594

TOPOGRAPHY LEGEND

—x— = CHAIN LINK FENCE (6') W/ 3 STRANDS OF BARBED WIRE
= ELECTRICAL SERVICE BOX
= GENERATOR (2.3' X 3.8')
= POWER POLE
= PROPANE TANK
= TELEPHONE POLE
= TOWER SUPPORTS (2.2' DIA.)

LEGEND

CONC.	= CONCRETE
COR.	= COR.
DIA.	= DIAMETER
E	= EASTING (X COORDINATE VALUE)
F.B.	= FIELD BOOK
F.C.M.	= FOUND CONCRETE MONUMENT
F.I.P.	= FOUND IRON PIPE
F.P.	= FINANCIAL PROJECT
ID	= IDENTIFICATION
INC.	= INCORPORATED
LB	= LICENSED BUSINESS
N	= NORTHING (Y COORDINATE VALUE)
N/A	= NOT APPLICABLE
NO.	= NUMBER
N.T.S.	= NOT TO SCALE
O.R.B.	= OFFICIAL RECORDS BOOK
RGE.	= RANGE
SEC.	= SECTION
S.F.	= SQUARE FEET
TWP.	= TOWNSHIP
USDA	= UNITED STATES DEPARTMENT OF AGRICULTURE
W/	= WITH
WPIS	= WORK PROGRAM ITEM SEGMENT

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

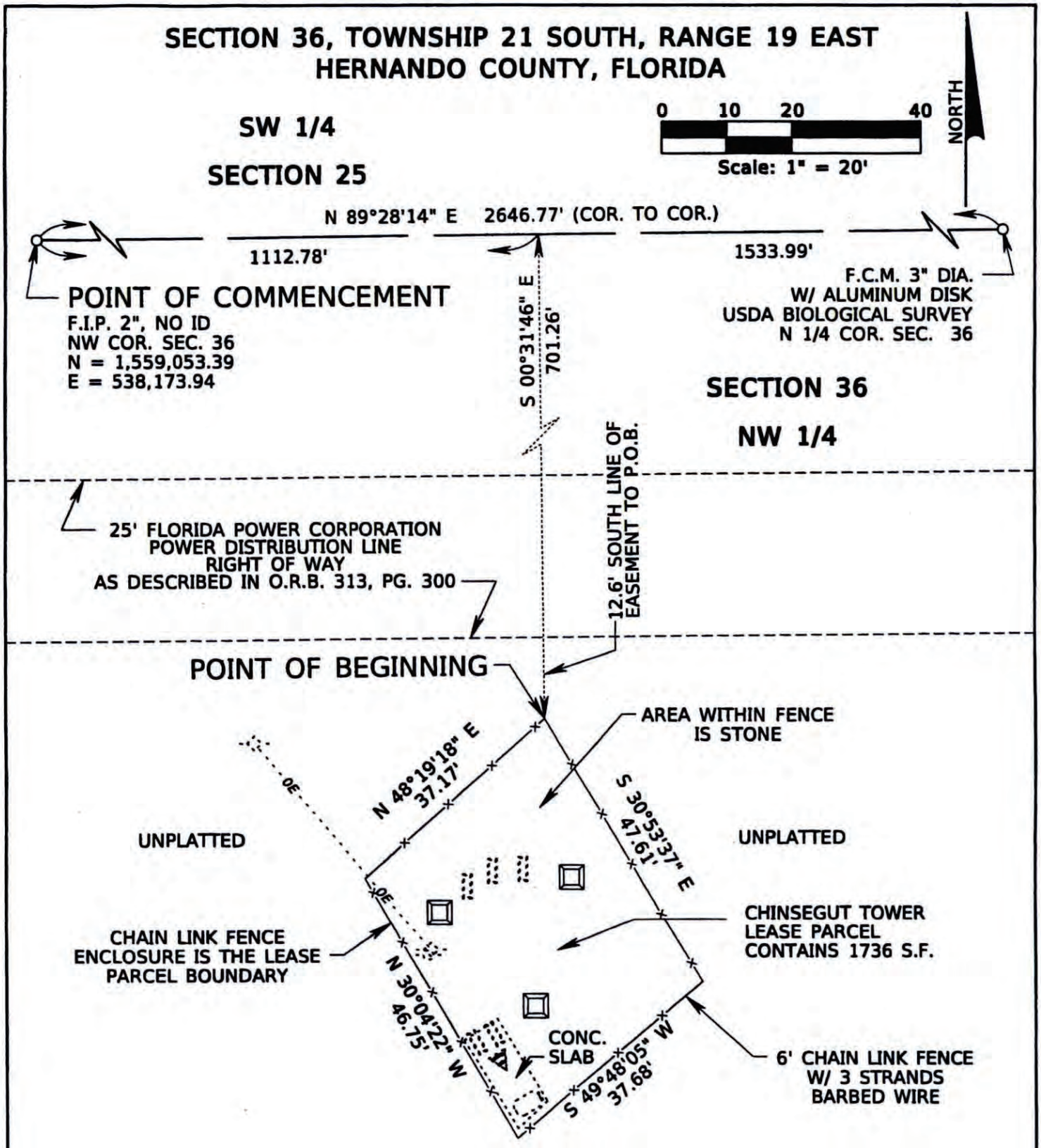
LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A — HERNANDO COUNTY

	BY	DATE
DRAWN	S NEMETH	08/21/15
CHECKED	J STUKEY	08/26/15

PREPARED BY: VOLKERT, INC.
DATA SOURCE: F.B. 003613
F.P. NO. 254539 1 — SECTION N/A — SHEET 2 OF 4

SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA



SEE SHEET 2 OF 4 FOR LEGENDS AND GENERAL NOTES

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A — HERNANDO COUNTY

	BY	DATE
DRAWN	S NEMETH	08/21/15
CHECKED	J STUKEY	08/26/15

PREPARED BY: VOLKERT, INC.

DATA SOURCE: F.B. 003613

F.P. NO. 254539 1 — SECTION N/A — SHEET 3 OF 4

WPIS 254539 1 STATE ROAD N/A HERNANDO COUNTY DESCRIPTION

TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

CHINSEGUT TOWER LEASE PARCEL

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°28'14" EAST, 1,112.78 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°31'46" EAST, 701.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°53'17" EAST, 47.61 FEET; THENCE SOUTH 49°48'05" WEST, 37.68 FEET; THENCE NORTH 30°04'22" WEST, 46.75 FEET; THENCE NORTH 48°19'18" EAST, 37.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,736 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PERFORMED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES.

08/26/2016

JOSEPH C. STUKEY DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6514
VOLKERT, INC. - LB 4641
3501 SOUTH MAIN STREET, SUITE 2
GAINESVILLE, FLORIDA 32601
PHONE: (352) 372-9594

FLORIDA DEPARTMENT OF TRANSPORTATION

LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A HERNANDO COUNTY

	BY	DATE
DRAWN	S NEMETH	08/21/15
CHECKED	J STUKEY	08/26/15

PREPARED BY: VOLKERT, INC.
DATA SOURCE: F.B. 003613
F.P. NO. 254539 1 SECTION N/A SHEET 4 OF 4

EXHIBIT 'B'

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28th day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease may not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. However, the LESSEE shall have the immediate right to repair or add to the existing facilities, improvements or repairs that maybe required and authorized by Division of Historic Resources, Department of State; the Hernando County Building Department; Florida Building Code; the Americans with Disabilities Act or the Health Department so that the Conference Center and Manor House can be utilized as soon as possible. No additions, improvements or repairs shall be made in violation of Paragraph # 32 of this Lease. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted

and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, said approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

Need DEP's written approval for any sublease

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior

written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer

to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, if applicable, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Hernando County Board of County Commissioners
c/o Contract Manager
20 North Main Street, Room 263
Brooksville, Florida 34601

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall

mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage,

production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33 SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35 MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of equal or better condition as received on the effective date of the lease, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in equal or better condition as the same may be on the effective date of this lease.

Maintenance

36 GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Witness
Print/Type Name

By: _____ (SEAL)
Cheryl C. McCall, BUREAU CHIEF
BUREAU OF PUBLIC LAND ADMINISTRATION,
DIVISION OF STATE LANDS,
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Witness
Print/Type Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 31st day of June, 2013, by Cheryl C McCall, Bureau Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

HERNANDO COUNTY, FLORIDA
by its Board of County Commissioners

Witness
TINA B. MENSINGER
Print/Type Name
Witness
Jenine Wimer
Print/Type Name

By: _____
David Russell, Jr.

Title: _____

(OFFICIAL SEAL)
COUNTY ADMINISTRATOR

ATTEST:
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Hernando County

"LESSEE"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30 day of May 2013, by Leonard Sossamon and as County Administrator and Don Barbee, Sr. Clerk of Circuit Court respectively, on behalf of the Board of County Commissioners of Hernando County, Florida. They are personally known to me.

Jenine Wimer
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

JENINE WIMER
MY COMMISSION # DD 953397
EXPIRES: July 8, 2014

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Exhibit A

known as the Chinsegut Hill Manor Tract of the Animal Husbandry Research Station of the U.S. Department of Agriculture at Brooksville, Florida, more particularly described as follows:

Commencing at the NE corner of the NW¼ of Sec. 36, T21S, R19E, Hernando County, Florida, go thence N 89°25'41"W, along the north line of said Sec. 36, a distance of 2647.86' to a point, said point being the NW corner of said Sec. 36 thence S 1°30'10"W, a distance of 806.09', thence S 88°49'51"W, a distance of 285.25' thence S 76°40'13"E, a distance of 323.09', thence S 14°53'31"E a distance of 403.90' thence S 17°46'08"E a distance of 627.47 to a point 50' NW of the Center Line of Chinsegut Hill Road; thence N 74°02'50"E, a distance of 57.67', to a point; thence

S 17°46'08"E a distance of 120 feet, thence S 1°05'47"E, a distance of 108.36' to the P.C. of a curve, concave to the NE said point being 15' (as measured at right angles) from the center line of aforementioned Chinsegut Hill Road; thence parallel to and 15' from the center line of aforementioned Chinsegut Hill Road, along the following curves, courses and distances; thence southeasterly along the curve whose radius is 217.02', I=60°51.43", tan 132.51' and long chord is S 17°31'30"E, 288.09', an arc distance of 304.32', to the P.T. of said curve; thence S 21°57'30"E, a distance of 90', to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 561.63', I=10°53'20", tan 53.77 and long chord is S 7°24'10"E, 106.95', an arc distance of 107.12', to the P.T. of said curve, thence S 02°50'50"E, a distance of 71.85', to the P.C. of a curve, concave to the northwest, thence southeasterly along the curve whose radius is 441.71', I=31°20'50", tan 123.94' and long chord is S 01°20'45", E 238.66' an arc distance of 241.66' to the P.T. of said curve thence S 83°48'20"E, a distance of 209' to the P.C. of a curve, concave to the southeast, thence northeasterly along the curve whose radius is 288.73', I=39°09' tan 99.83' and long chord is N 83°17'30"E, 193.11', an arc distance of 197.32' to the P.T. of said curve, thence S 75°02'40"E, a distance of 72.99' to the P.C. of a curve, concave to the southwest, thence southeasterly along the curve whose radius is 418.62', I=40.71', tan 154.18' and long chord is S 54°52'10"E, 288.44' an arc distance of 296.81' to the P.T. of said curve, thence S 34°41'40"E, a distance of 114.91' to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 341.81' I=39°21'10", tan 123.71' and long chord is S 54°22'15"E, 230.18' an arc distance of 234.77' to the P.T. of said curve, thence S 74°02'50"E a distance of 122.89' to a point on the westerly r/w line of state road 581; thence S 0°36'25"E along the said westerly r/w of state road 581 a distance of 2629.48' thence N 89°25'41"W, a distance of 25'+to the point of beginning.

EXHIBIT "A"
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R 05/11

LESS AND EXCEPT:

(1) A 25-ft. right-of-way across the property reserved to the Grantor with all appropriate rights of access thereto by its agents on which right-of-way is located the 2165-ft. of 2-inch water line owned by the United States of America and which is now serving the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way of State Road 581 a distance of 1273.47 feet to a point which is the beginning of the centerline for the area described herein of a strip of land 12 feet wide running N 84°21'49"W 60.79 feet, thence N 78°11'11"W 391.66 feet, thence N 73°14'56"W 274.81 feet, thence S 84°47'48"W 150.45 feet, thence N 88°27'03"W 656.51 feet, thence S 82°52'43"W 185.19 feet, thence S 56°49'51"W 117.19 feet, thence S 51°08'34"W 144.88 feet, thence S 17°33'55"W 81.13 feet, thence S 08°10'25"W 214.32 feet terminating at a point located S 17°46'08E 48 feet from a property corner in the Government

property line,

(2) A 25-ft. right-of-way across the property reserved to the Florida Power Corporation with all appropriate rights of access thereto by its agents for maintenance purposes on which right-of-way is located the transmission lines owned by the said Florida Power Corporation which said power transmission lines serve the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northwest corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way line of State Road 581 a distance of 813.12 feet to a power line pole, property of the Florida Power Corporation with a company meter thereon. From this point of beginning go westerly along the center line of a 25 ft. right-of-way within the boundaries of the Chinsegut Hill Manor House Tract N 80°06'11"W 815.50 feet to a P.I., thence N 69°18'35"W, 1046.07 feet to a P.I., thence S 48°21'35"W 228.79 feet to a point which is N 78°05'50"W 53.17 feet from the property corner in the west property line of the Manor House Tract (as established by survey by the Coastal Engineering Associates of Brooksville revised, 10/31/61), thence S 39°53'47"E 53.14 feet to its point of intersection with the surveyed property line which has a bearing of S 78°40'13"E to the above-referenced property corner.

BSE APPROVED
By HH Date 9/12/91

EXHIBIT "A"
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Naftzinger, Shari

From: Stockwell, Connie
Sent: Wednesday, June 5, 2019 3:51 PM
To: Naftzinger, Shari
Subject: FW: Sublease 4715-001 Action 27649 27649CPO (1).pdf
Attachments: 27649CPO (1).pdf

Chunsegut Tower Lease Parcel

Here you are.

--------Thank you

Connie

From: Sircy, Jay
Sent: Wednesday, June 5, 2019 3:49 PM
To: Stockwell, Connie <Connie.Stockwell@dep.state.fl.us>
Cc: Richardson, Brad <Brad.Richardson@FloridaDEP.gov>
Subject: Sublease 4715-001 Action 27649 27649CPO (1).pdf

Hello Connie,

Please see attached copy of Sublease for your records.

Thanks,

Jay Sircy

RECEIVED
JUN 05 2019
TITLE & LAND RECORDS
SURVEY & MAPPING

RECEIVED
DEC 05 2017
TITLE & LAND RECORDS
SURVEY & MAPPING

This instrument prepared by:
Jay Sircy
Department of Environmental Protection
Bureau of Public Administration
Division of State Lands
3900 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000
AID# 36151

ATL1
[0 acres +/-]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER ONE TO LEASE NUMBER 4715

THIS LEASE AMENDMENT is entered into this 28th day of November, 2017, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and **HERNANDO COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on May 28, 2013, LESSOR and LESSEE entered into Lease Number 4715 (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend and replace the language of paragraph three of the lease.

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

1. The language of paragraph 3. within the lease is hereby revised, replaced and superseded by the following:

   3. TERM: The term of this lease shall be for a period of fifty years commencing on June 1, 2013, and ending on May 31, 2063, unless sooner terminated pursuant to the provisions of this lease.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4715, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number One to Lease Number 4715 is hereby binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

WITNESSES:

Dave Fewell
Original Signature

DAVE FEWELL
Print/Type Name of Witness

Terri D Gross
Original Signature

TERRI D. GROSS
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: Cheryl C McCall

Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of NOVEMBER, 2017, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

10-10-2017
DEP Attorney Date

David Lee Fewell
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

DAVID LEE FEWELL
MY COMMISSION # GG 086842
EXPIRES: July 24, 2021
Bonded Thru Notary Public Underwriters

Commission/Serial No.

HERNANDO COUNTY, a political subdivision of the State of Florida
By its Board of County Commissioners

Witness

TINA B. DUENNINGER
Print/Type Witness Name

Witness

Darlene M. Christensen
Print/Type Witness Name

By: _____ (SEAL)
Wayne Dukes, Chairman

ATTEST: _____, Deputy Clerk
Donald C. Barbee, Jr., Clerk of the Court

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

"LESSEE"

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 14th day of November 2017 by Wayne Dukes and ~~Donald C. Barbee, Jr.,~~ as Chairman of the Hernando County Board of County Commissioners and Clerk of Circuit Court, respectively, on behalf of Hernando County, a political subdivision of the State of Florida. They are personally known to me.

* and Marguerite Lorte as deputy clerk

Darlene M Christensen
Notary Public, State of Florida

Darlene M. Christensen
Print/Type Notary Name

Commission Number:

Commission Expires:

DARLENE M. CHRISTENSEN
MY COMMISSION # GG 003626
EXPIRES: June 19, 2020
Bonded Thru Budget Notary Services

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

FOR INFORMATION PURPOSES

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28th day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

This Sublease was prepared by:
Brad Richardson
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# **39617**

SAS1
[**0.04** acres (+/-)]

HERNANDO COUNTY

SUBLEASE AGREEMENT

Sublease Number 4715-002

THIS SUBLEASE AGREEMENT, is made and entered into this 9th day of JUNE 2020 between the **HERNANDO COUNTY, FLORIDA,** a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSOR" and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to "SUBLESSEE."

WITNESSETH:

In consideration of covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS**: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number **4715.**

2. **DESCRIPTION OF PREMISES**: The property subject to this sublease, is situated in the County of **Hernando,** State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises."

3. **TERM**: The term of this sublease shall commence on JUNE 9th, 2020 and end on May 31, 2063, unless sooner terminated pursuant to the provisions of this sublease.

4. **PURPOSE**: SUBLESSEE shall manage the subleased premises only for the operation and maintenance of a communication tower, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 17 of this sublease.

5. **QUIET ENJOYMENT AND RIGHT OF USE**: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

6. **CONFORMITY**: This sublease shall conform to all terms and conditions of that TRUSTEES' Lease Number **4715**, as emended from time to time, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

7. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

8. **RIGHT OF INSPECTION**: The TRUSTEES and SUBLESSOR or their duly authorized agents shall have the right at any time to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

9. **PLACEMENT AND REMOVAL OF IMPROVEMENTS**: All buildings, structures and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

10. **INSURANCE REQUIREMENTS**: SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

11. **LIABILITY**: SUBLESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

13. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

14. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

15. **ENVIRONMENTAL AUDIT**: At SUBLESSOR's discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

16. **SURRENDER OF PREMISES**: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, written notification shall be made to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the subleased premises. Notification shall include a legal

description, the lease number, and this sublease number and an explanation of the release. The release shall only be valid if approved by the TRUSTEES and SUBLESSOR through the execution of a release of sublease instrument executed with the same formality as this sublease. Upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises, SUBLESSOR shall perform an on-site inspection and the keys to any buildings on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 21 and 22 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

17. **LAND USE PLAN**: SUBLESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this lease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. SUBLESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this lease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by SUBLESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR. SUBLESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of SUBLESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land

Use Plan. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the lease.

18. **BEST MANAGEMENT PRACTICES**: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by the TRUSTEES and SUBLESSOR or other land managing agencies for the protection and enhancement of the subleased premises.

19. **PUBLIC LANDS ARTHROPOD CONTROL PLAN**: SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

20. **MINERAL RIGHTS**: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to the SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

21. **UTILITY FEES**: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, telephone, and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

22. **MAINTENANCE**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

23. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

24. **BREACH OF COVENANTS, TERMS, OR CONDITIONS**: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty

days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

25. **NO WAIVER OF BREACH**: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

26. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

27. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

28. **CONDITIONS AND COVENANTS**: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

29. **TIME**: Time is expressly declared to be of the essence of this sublease.

30. **NOTICES**: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Hernando County Board of County Commissioners
c/o Contract Manager
20 North Main Street, Room 263
Brooksville, Florida 34601

SUBLESSEE: State of Florida Department of Transportation
11201 N. Malcolm McKinley Drive
Tampa, Florida 33612-6403

With a mandatory copy to:
Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

31. **DAMAGE TO THE PREMISES**: (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals, or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability, or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE's failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE's such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this sublease. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal

law, ordinance, code, rule, regulation, order, or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

32. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises during the effective period of this sublease.

33. **RIGHT OF AUDIT**: SUBLESSEE shall make available to the TRUSTEES or SUBLESSOR all financial and other records relating to this sublease and the TRUSTEES or SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to Chapter 119, Florida Statutes.

34. **NON-DISCRIMINATION**: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

35. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

37. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this sublease or any provisions thereof.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Sublease Agreement to be executed on the day and year first above written.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

HERNANDO COUNTY, FLORIDA,
By its Board of County Commissioners

(SEAL)

BY: _____
John Mitten, Chairman

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 26th day of MAY, 2020 by John Mitten, as Chairman of the Hernando County Board of County Commissioners, for and on behalf of Hernando County, Florida, a political subdivision of the State of Florida. He is personally known to me.

Notary Public, State of Florida

KRISTINE DALE
Printed, Typed or Stamped Name

My Commission Expires:
2/5/2023

Commission/Serial No. _____

KRISTINE DALE
Notary Public - State of Florida
Commission # GG 268324
My Comm. Expires Feb 5, 2023
Bonded through National Notary Assn.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
David Gwynn, District Seven Secretary

FDOT Attorney

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of October, 2019, by David Gwynn, as District Seven Secretary, for and on behalf of State of Florida Department of Transportation, District Seven. He is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

MARIA L. ALOYO
Commission # GG 033073
Expires October 23, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Consented to by the TRUSTEES on 9th day of June 2020

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____

Brad Richardson, Senior Management Analyst Supervisor, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

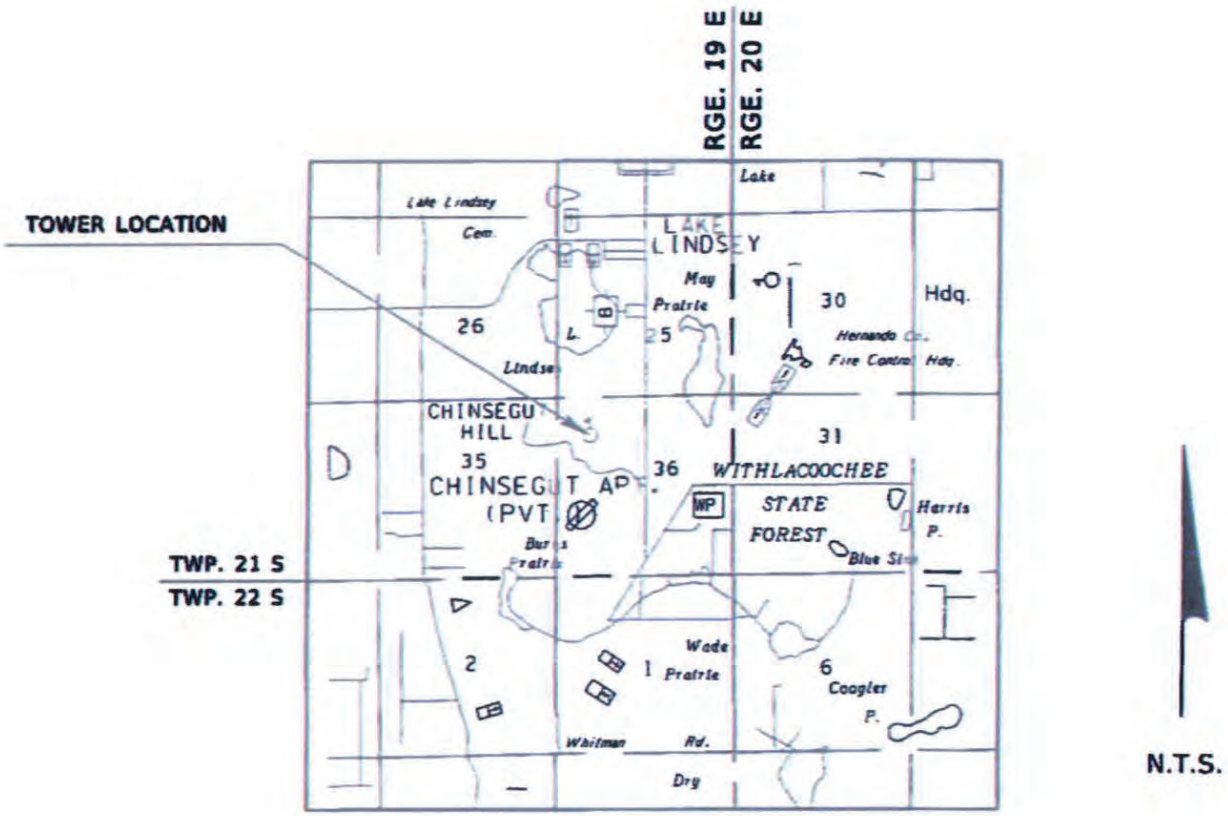
APPROVED SUBJECT TO PROPER EXECUTION

By: _____ 09-26-2019

DEP Attorney

EXHIBIT "A"

PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL



(VICINITY MAP)

Sec 36 TWP 21S RGE 19E

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A — **HERNANDO COUNTY**

	BY	DATE
DRAWN	S NEMETH	08/21/15
CHECKED	J STUKEY	08/26/15

PREPARED BY: VOLKERT, INC.

DATA SOURCE: F.B 003613

F.P. NO. 254539 1

SECTION N/A

SHEET 1 OF 4

Sublease Number 4715-002

Action Number 39617

PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL

GENERAL NOTES

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST 0902 ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF N 89°28'14" E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.
2. THIS LEASE PARCEL SKETCH IS SUPPORTED BY A SURVEY DATED DECEMBER 11, 2014, AS SHOWN IN FIELD BOOK 003613, PREPARED UNDER THE RESPONSIBLE CHARGE OF WILLIAM H. FULGHUM, FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 4993. THIS FIELD BOOK IS FILED OF RECORD IN THE DISTRICT 7 SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE IN TAMPA, FLORIDA.
3. ALL DISTANCES AND BEARINGS HAVE BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT UNLESS NOTED OTHERWISE.
4. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE DUE TO REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. OWNER = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (T.I.I.T.F.)
6. AREA OF LEASE PARCEL =1736 SQUARE FEET.

THIS SKETCH AND DESCRIPTION WAS PREPARED BY:
VOLKERT, INC. - LB 4641
3501 SOUTH MAIN STREET, SUITE 2
GAINESVILLE, FLORIDA 32601
(352) 372-9594

TOPOGRAPHY LEGEND

—×— = CHAIN LINK FENCE (6')
W/ 3 STRANDS OF BARBED WIRE
= ELECTRICAL SERVICE BOX
= GENERATOR (2.3' X 3.8')
= POWER POLE
= PROPANE TANK
= TELEPHONE POLE
= TOWER SUPPORTS (2.2' DIA.)

LEGEND

CONC.	= CONCRETE
COR.	= COR.
DIA.	= DIAMETER
E	= EASTING (X COORDINATE VALUE)
F.B.	= FIELD BOOK
F.C.M.	= FOUND CONCRETE MONUMENT
F.I.P.	= FOUND IRON PIPE
F.P.	= FINANCIAL PROJECT
ID	= IDENTIFICATION
INC.	= INCORPORATED
LB	= LICENSED BUSINESS
N	= NORTHING (Y COORDINATE VALUE)
N/A	= NOT APPLICABLE
NO.	= NUMBER
N.T.S.	= NOT TO SCALE
O.R.B.	= OFFICIAL RECORDS BOOK
RGE.	= RANGE
SEC.	= SECTION
S.F.	= SQUARE FEET
TWP.	= TOWNSHIP
USDA	= UNITED STATES DEPARTMENT OF AGRICULTURE
W/	= WITH
WPIS	= WORK PROGRAM ITEM SEGMENT

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

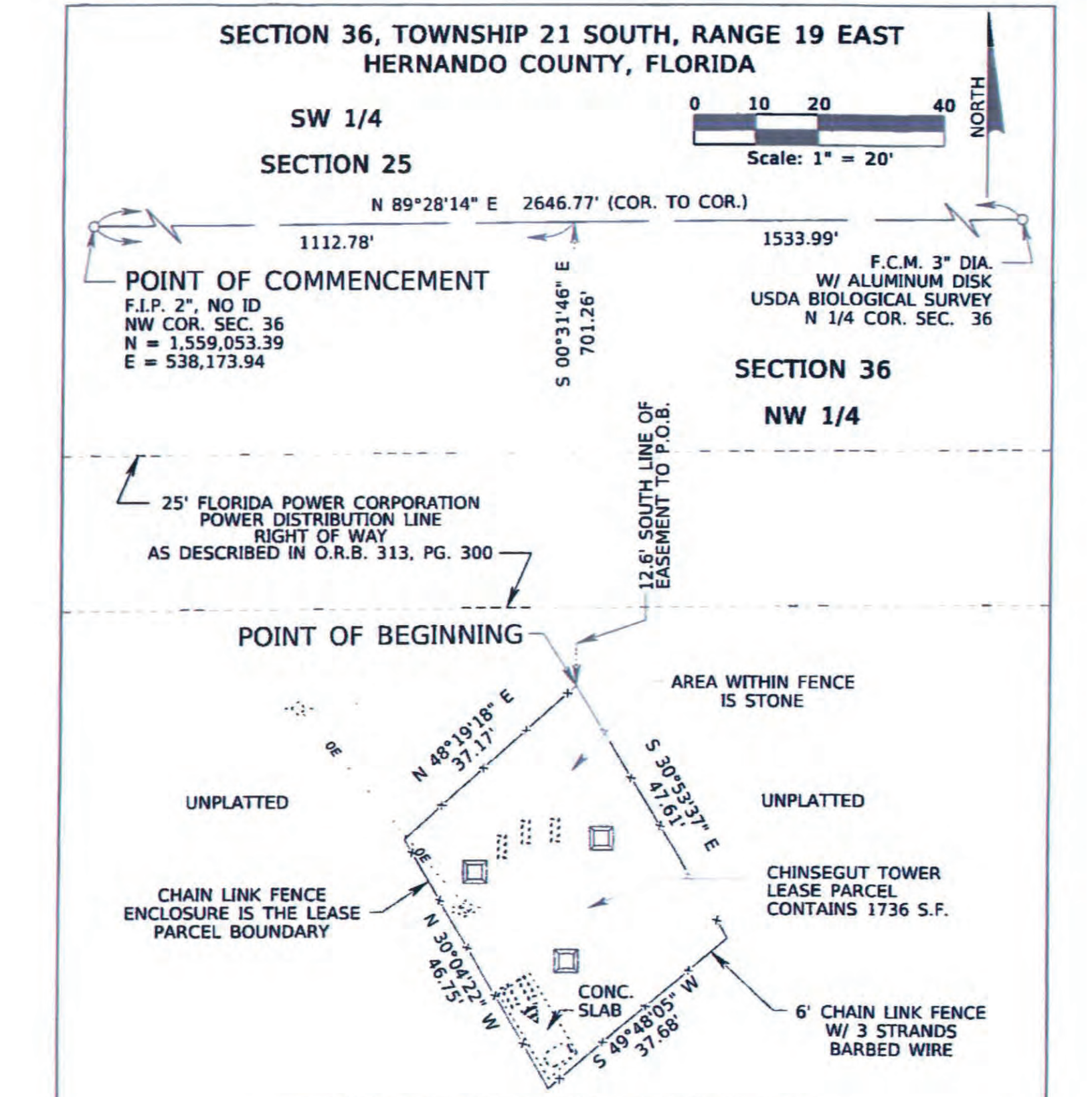
LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A — HERNANDO COUNTY

	BY	DATE	PREPARED BY	DATA SOURCE
			VOLKERT, INC	F B 003613
DRAWN	S NEMETH	08/21/15		
CHECKED	J STUKEY	08/26/15	F.P. NO. 254539 1	SECTION N/A

Sublease Number 4715-002 Action Number 39617
SHEET 2 OF 4

SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA



SEE SHEET 2 OF 4 FOR LEGENDS AND GENERAL NOTES

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A — HERNANDO COUNTY

	BY	DATE
DRAWN	S NEMETH	08/21/15
CHECKED	J STUKEY	08/26/15

PREPARED BY: VOLKERT, INC.
DATA SOURCE: F.B 003613
F.P. NO. 254539 1
SECTION N/A
SHEET 3 OF 4

WPIS 254539 1 STATE ROAD N/A HERNANDO COUNTY DESCRIPTION

TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

CHINSEGUT TOWER LEASE PARCEL

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°28'14" EAST, 1,112.78 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°31'46" EAST, 701.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°53'17" EAST, 47.61 FEET; THENCE SOUTH 49°48'05" WEST, 37.68 FEET; THENCE NORTH 30°04'22" WEST, 46.75 FEET; THENCE NORTH 48°19'18" EAST, 37.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,736 SQUARE FEET, MORE OR LESS.

BSM
BY SK
DATE: 6.17.2019

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PERFORMED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES.

08/26/2015

JOSEPH C. STUKEY DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6514
VOLKERT, INC. - LB 4641
3501 SOUTH MAIN STREET, SUITE 2
GAINESVILLE, FLORIDA 32601
PHONE: (352) 372-9594

FLORIDA DEPARTMENT OF TRANSPORTATION

LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A HERNANDO COUNTY

	BY	DATE	PREPARED BY	DATA SOURCE
			VOLKERT, INC	F B 003613
DRAWN	S NEMETH	08/21/15		
CHECKED	J STUKEY	08/26/15	F.P. NO. 254539 1	SECTION N/A SHEET 4 OF 4

Sublease Number 4715-002 Action Number 39617

EXHIBIT "B"

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28th day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease may not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. However, the LESSEE shall have the immediate right to repair or add to the existing facilities, improvements or repairs that maybe required and authorized by Division of Historic Resources, Department of State; the Hernando County Building Department; Florida Building Code; the Americans with Disabilities Act or the Health Department so that the Conference Center and Manor House can be utilized as soon as possible. No additions, improvements or repairs shall be made in violation of Paragraph # 32 of this Lease. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted

and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, said approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior

written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer

to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, if applicable, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Hernando County Board of County Commissioners
c/o Contract Manager
20 North Main Street, Room 263
Brooksville, Florida 34601

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall

mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage,

production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of equal or better condition as received on the effective date of the lease, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in equal or better condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. **SPECIAL CONDITIONS**: The following special conditions shall apply to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Diane Rogowski
Witness
DIANE ROGOWSKI
Print/Type Name

By: Cheryl C. McCall (SEAL)
Cheryl C. McCall, BUREAU CHIEF
BUREAU OF PUBLIC LAND ADMINISTRATION,
DIVISION OF STATE LANDS,
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Keith Clayton
Witness
Keith Clayton
Print/Type Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of June, 2013, by Cheryl C. McCall, Bureau Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Keith Clayton
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
KEITH E. CLAYTON
MY COMMISSION EXPIRES
December 28, 2013
#DD 948899

Approved as to Form and Legality

By: _____
DEP Attorney

HERNANDO COUNTY, FLORIDA
by its Board of County Commissioners

Witness
TINA B. DIENNINGER
Print/Type Name
Jenine Wimer
Witness
Jenine Wimer
Print/Type Name

By: _____
David Russell, Jr.
Title: _____

(OFFICIAL SEAL)

COUNTY ADMINISTRATOR

ATTEST: _____
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Hernando County

"LESSEE"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30 day of May 2013, by Leonard Sossamon and Don Barbee, Jr., as County Administrator and Clerk of Circuit Court respectively, on behalf of the Board of County Commissioners of Hernando County, Florida. They are personally known to me.

Jenine Wimer
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

JENINE WIMER
MY COMMISSION # DD 998897
EXPIRES: July 6, 2014
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Exhibit A

Known as the Chinsegut Hill Manor Tract of the Animal Husbandry Research Station of the U.S. Department of Agriculture at Brooksville, Florida, more particularly described as follows:

Commencing at the NE corner of the NW¼ of Sec. 36, T21S, R19E, Hernando County, Florida, go thence N 89°25'41"W, along the north line of said Sec. 36, a distance of 2647.06' to a point, said point being the NW corner of said Sec. 36 thence S 1°30'10"W, a distance of 806.09', thence S 88°49'51"E, a distance of 285.25' thence S 76°40'13"E, a distance of 323.09', thence S 14°53'31"E a distance of 403.90' thence S 17°46'08"E a distance of 627.47 to a point 50' NE of the Center Line of Chinsegut Hill Road; thence N 74°02'50"E, a distance of 97.67', to a point; thence S 17°46'08"E a distance of 120 feet, thence S 3°05'47"E, a distance of 105.36' to the P.C. of a curve, concave to the NE said point being 15' (as measured at right angles) from the center line of aforementioned Chinsegut Hill Road; thence parallel to and 15' from the center line of aforementioned Chinsegut Hill Road, along the following curves, courses and distances; thence southeasterly along the curve whose radius is 237.07', I=60°51.43", tan 162.51' and long chord is S 37°31'38"E, 240.09', an arc distance of 264.72', to the P.T. of said curve; thence S 71°57'30"E, a distance of 90', to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 563.63', I=10°53'20", tan 53.72 and long chord is S 77°24'10"E, 106.96', an arc distance of 107.12', to the P.T. of said curve, thence S 82°50'50"E, a distance of 71.85', to the P.C. of a curve, concave to the northwest, thence northeasterly along the curve whose radius is 441.71', I=31°20'50", tan 123.94' and long chord is N 81°28'45", E 238.66' an arc distance of 241.66' to the P.T. of said curve thence N 65°48'20"E, a distance of 200' to the P.C. of a curve, concave to the southeast, thence northeasterly along the curve whose radius is 280.73', I=39°09' tan 99.83' and long chord is N 85°17'50"E, 188.11', an arc distance of 191.82' to the P.T. of said curve, thence S 75°02'40"E, a distance of 72.99' to the P.C. of a curve, concave to the southwest, thence southeasterly along the curve whose radius is 419.62', I=40.21', tan 154.18' and long chord is S 54°52'10"E, 289.44' an arc distance of 295.51' to the P.T. of said curve, thence S 34°41'40"E, a distance of 114.91' to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 341.81' I=39°21'10", tan 122.23' and long chord is S 54°22'15"E, 230.18' an arc distance of 234.77' to the P.T. of said curve, thence S 74°02'50"E a distance of 122.89' to a point on the westerly r/w line of state road 581; thence N 0°16'25"E along the said westerly r/w of state road 581 a distance of 2629.40' thence N 89°25'41"W, a distance of 25' to the point of beginning.

EXHIBIT "A"
PAGE 15 OF 16 PAGES
LEASE NO. 4715

LESS AND EXCEPT:

(1) A 25-ft. right-of-way across the property reserved to the Grantor with all appropriate rights of access thereto by its agents on which right-of-way is located the 2165-ft. of 2-inch water line owned by the United States of America and which is now serving the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way of State Road 581 a distance of 1273.47 feet to a point which is the beginning of the centerline for the area described herein of a strip of land 12 feet wide running N 84°51'49"W 68.79 feet, thence N 70°33'11"W 351.66 feet, thence N 53°14'56"W 274.81 feet, thence S 84°47'40"W 150.45 feet, thence N 88°27'03"W 656.51 feet, thence S 82°53'43"W 105.19 feet, thence S 56°45'51"W 117.19 feet, thence S 53°08'34"W 144.88 feet, thence S 17°23'55"W 81.13 feet, thence S 68°10'25"W 214.32 feet terminating at a point located S 17°46'08E 48 feet from a property corner in the Government property line.

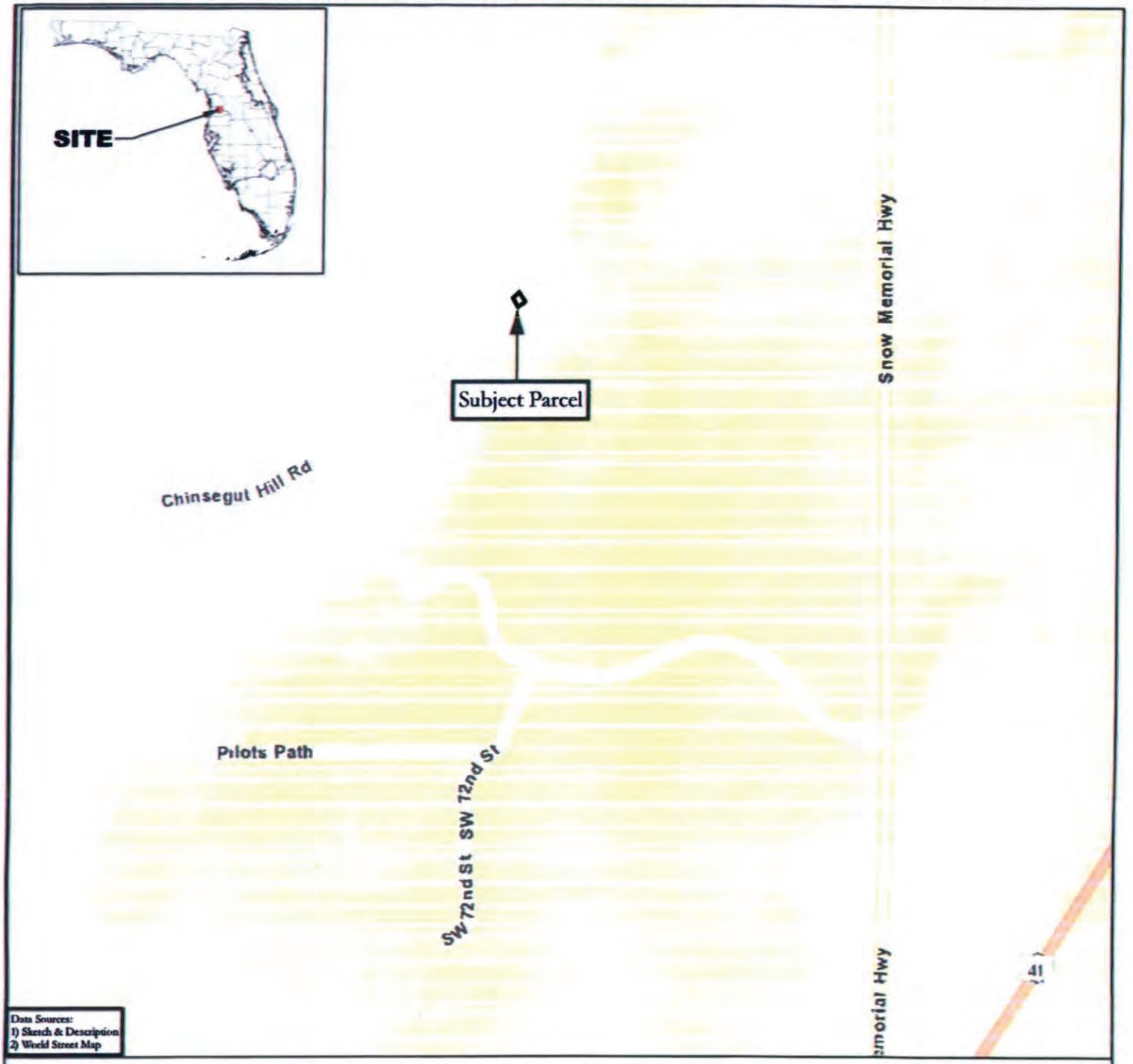
(2) A 25-ft. right-of-way across the property reserved to the Florida Power Corporation with all appropriate rights of access thereto by its agents for maintenance purposes on which right-of-way is located the transmission lines owned by the said Florida Power Corporation which said power transmission lines serve the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way line of State Road 581 a distance of 813.12 feet to a power line pole, property of the Florida Power Corporation with a company meter thereon. From this point of beginning go westerly along the center line of a 25 ft. right-of-way within the boundaries of the Chinsegut Hill Manor House Tract N 80°06'11"W 835.90 feet to a P.T., thence N 89°18'15"W, 1086.07 feet to a P.I., thence S 48°51'35"W 228.79 feet to a point which is N 7°06'56"W 53.12 feet from the property corner in the west property line of the Manor House Tract (as established by survey by the Coastal Engineering Associates of Brooksville revised, 10/31/61), thence S 3°55'47"E 52.14 feet to its point of intersection with the surveyed property line which has a bearing of S 76°40'13"E to the above-referenced property corner.

BSM APPROVED
By [illegible] Date 9/10/68

EXHIBIT "A"
PAGE 16 OF 16 PAGES
LEASE NO. 4715

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Sublease No. 4715-002

Hernando County, Florida

File Location: \\FLDEP1\tech_esd\Counties_GIS\Hernando\Sublease_No_4715_002\GIS\Sublease_No_4715-002.mxd
Date Saved: 6/14/2019 9:48:18 AM
Map Created By: Kim Parson

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Subject Parcel
State Managed Conservation Lands

0 50 100 200
Feet

N
W E
S

Sublease No. 4715-002

Hernando County, Florida

File Location: \\FLDEP1\mch_esd\Counties_GIS\Hernando\Sublease_No_4715_002\GIS\Sublease_No_4715-002.mxd
Date Saved: 6/14/2019 9:48:18 AM
Map Created By: Kim Person

DELEGATION OF AUTHORITY ACTION

DOA Number: DSL - 24 **Lease No.** 4715

Action ID: 39617 **Instrument No.** 4715-002

Type of Action:

- ☑ New
- ☐ Amendment
- ☐ Release
- ☐ Partial Release

+

- ☐ Lease
- ☐ Easement
- ☑ Sublease
- ☐ Use Agreement
- ☐ Road Right-of-Way Reservation
- ☐ Canal Reservation
- ☐ Oil and Mineral Reservation
- ☐ Other

Project Name: FDOT - Chinsegut Tower

Title Worksheet ID: **LITS Surplus ID:** NA

Applicant: FDOT

County/Location: Hernando

S/T/R: 36/21S/19E

Acreage: 0.04 acres +/-

Consideration: NA

Received: ☐

Date:

Conservation Lands ◯ **Yes** ◉ **No**

Name of Facility/Park/Trail: NA

☐ ARC/Mini-ARC Approval Date: NA

NPB/Additional Comp. Amount: NA

☐ Satisfied per land manager Date: NA

STAFF REMARKS

FDOT has requested a sublease to replace sublease 4715-001 that expired on May 31, 2018. Hernando County provided a letter of consent for this sublease on May 28, 2019. The sublease is for the maintenance and operation of a radio tower.

RECEIVED
JUN 09 2020
TITLE & LAND RECORDS
SURVEYING & MAPPING

Jay Sircy — Digitally signed by Jay Sircy Date: 2019.06.17 10:49:07 -04'00'

Originator Date

Digitally signed by Brad Richardson Date: 2019.06.26 08:36:49 -04'00'

OMCM Date

Gary L. Ballard — Digitally signed by Gary L. Ballard Date: 2019.09.27 14:38:45 -04'00'

DEP Attorney Date

Digitally signed by Brad Richardson Date: 2020.06.09 12:05:28 -04'00'

Executing Authority Date

HERNANDO COUNTY LICENSE AGREEMENT

This Hernando County License Agreement is made this ___ day of_____ 20_ between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main Street, Brooksville, FL 34601 (hereinafter the "Licensor" or "County") and _____, whose address is _____ (hereinafter the "Licensee").

RECITALS

WHEREAS, the County is the Tenant (Lessee) of the state property known as Chinsegut Hill (hereinafter "Chinsegut Hill"); and,

WHEREAS, Chinsegut Hill is subject to the requirements of various federal laws and regulations including, without limitation, the National Historical Preservation Act of 1966 and the National Register of Historic Places Program; and,

WHEREAS, there are undeveloped portions of the Chinsegut Hill property, which are not currently used for Manor House, Dining Hall, Cottages, Classroom, Caretaker, and Conference Center activities that will be placed and maintained in a land conservation program separate from this Agreement; and,

WHEREAS, the Chinsegut Hill Museum is managed by separate agreement with the County, and is excluded from the Premises contemplated in this Agreement;

WHEREAS, the historic oaks located on the property are under the care and supervision of the National Arbor Foundation who authorizes any use or work on the oaks; and,

WHEREAS, for purposes of this License Agreement, “the Premises” is defined as only the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker’s House, Cottages, and related facilities (support buildings, etc.), which are depicted in Exhibit “A” as “TBHC Manor House Area”.

WHEREAS, the Licensee desires to utilize the Premises for the purpose of the operation (see Exhibit "C") of the Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.) (hereinafter said "use of the Premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the use of the Premises is consistent with the Hernando County Comprehensive Plan, Zoning Ordinances, and other applicable state and federal laws or in the alternative, has been grandfathered in through established pre-code uses by the State of Florida or University of South Florida; and,

WHEREAS, Licensee agrees to the terms and conditions of use of the Premises as specified in this License Agreement, including without limitation, the indemnity and hold harmless provisions, required insurance provisions, fees, and other terms, conditions, and requirements as detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee do hereby agree as follows:

SECTION l. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREMISES.

The Licensor hereby grants to the Licensee the right to use of the Premises, consistent with all the terms and conditions of this License Agreement. The license shall include a limited right of ingress and egress to the Premises using only the access road specified in Section 7.B. below.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on _____, 20___ and shall extend for a period of **Five (5) years** (Initial Term) unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution of this License Agreement and commencement of the lease described in Section 3.C. below, including acknowledged receipt and sufficiency of required insurance. The Licensee shall have the option upon giving written notice to the Licensor no less than 60 days prior to the anniversary date to renew this License Agreement two (2) times for a period of three (3) years each.

B. The Licensee shall be entitled to use of the Premises throughout the term of this License Agreement.

C. The License will terminate without cause, regardless of the circumstances, when the Chinsegut Hill lease agreement between Hernando County and the Florida Department of Environmental Protection is terminated, cancelled, or expired.

SECTION 4. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises' buildings only for the purposes described in Exhibit "C". Licensee shall be solely responsible for doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by participants and guests. This includes compliance with local/state/historical building codes and county zoning requirements, where applicable.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than those listed in Exhibit "C," without prior written consent from the County. All activities

not specifically mentioned shall be coordinated and approved in advance with the County.

C. Within thirty (30) days of the execution of this License Agreement, the Licensor and Licensee shall mutually create an inventory of all fixtures and furniture in the Premises. The Licensee shall be responsible to maintain these assets during the term of this License Agreement. Should any of these items require off-site storage or disposal, the Licensee shall notify the County in writing for approval.

SECTION 5. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all applicable permits and/or licenses required or needed in connection with the use of the Premises under this License Agreement. All such permits/licenses shall be obtained prior to the use and copies shall be provided to the County with a copy to the County Attorney's Office. Failure to obtain said approvals and permits and/or licenses will render the license granted herein null and void.

B. The failure of this License Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance and authorizations from the responsible federal, state, and local authorities or other entities where necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any state or federal permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable and shall hold Licensor Hernando County, its officers, employees, and agents harmless for administrative, civil, and criminal penalties for any violation of federal and state statutes or regulations, including, but not limited to, environmental laws and regulations.

SECTION 6. LICENSE AND LICENSE FEE; OTHER COSTS.

Exhibit "B" Compensation and Method of Payment

SECTION 7. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any additional alterations to the Premises, or to place additional improvements on the Premises, except such

alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County.

B. ACCESS. The Licensee agrees that all access to/from the Premises throughout the year shall be via the main road and entrance to the Chinsegut Hill site. No parking or other use is permitted on the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION/REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Licensor in like or equal condition as existed at the commencement of the license. This obligation includes, but is not limited to, the obligation to return the Premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Licensor shall clean the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons, and/or guests arising from each use. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licensor shall conduct the repair to the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. In addition, the Licensor may pursue any legal action to recover the debt.

D. SECURITY. The Licensee shall be fully responsible for all security related to each and every use. All security measures, including the onsite caretaker, will be the responsibility of Licensee.

E. UTILITIES. The Licensee shall be responsible for all expenses for utilities including electric, phone, gas, and cellular telephone data during the terms of this License Agreement that are for the Conference Center (Dining Hall, restroom building, cottages, classroom, caretaker's residence, utilities shed, and maintenance shed). Within thirty (30) days of executing this Agreement, the Licensor shall transfer all utility accounts into the name of the Licensee.

F. Expenses. The Licensee and Licensor agree on the attached matrix of responsibilities (Exhibit "D"), including legal and financial responsibility for each item.

G. WATER WELL. The Chinsegut facility is connected to a water well and fire pump system ("Robbins Donation 2") owned by Florida A&M University. The use of this system is provided by a revocable permit in favor of Hernando County. This permit terminates on February 22,2027. Should this system not be available to serve the Chinsegut facilities in the future, the Licensor will install or connect to a water system suitable to serve the property.

H. Licensee shall provide its annual financial statement and / or audit to the Licensor for review by January 30 of each year of this License Agreement.

SECTION 8. LICENSEE ACKNOWLEDGMENT.

The Licensee acknowledges and agrees that the Premises consist of portions of the Chinsegut Hill property, specifically the Conference Center, Dining Hall, Cottages, Classroom Caretaker's House, and related facilities (support buildings etc.)." ,

SECTION 9. INDEMNITY/HOLD HARMLESS, INSURANCE, SAFETY AND INSURANCE PROVISIONS.

A. INDEMNITY.

To the fullest extent permitted by Florida law, the Licensee covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Licensee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Licensee nor any of its subcontractors or assignees 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

B. PROTECTION OF PERSONS AND PROPERTY

The Licensee will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License.

C. **MINIMUM** INSURANCE REQUIREMENTS

Licensee shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License.

GENERAL LIABILITY: Commercial General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death. COVERAGE AS FOLLOWS:

EACH OCCURRENCE	$1,000,000
GENERAL AGGREGATE	$2,000,000
PERSONAL/ADVERTISING INJURY	$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE (Per Project Aggregate)	$2,000,000

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one [1] fire)	$50,000
MEDICAL EXPENSE (Any one [l] person)	$5,000

ADDITIONAL INSURED: Licensee agrees to endorse Hernando County as an additional insured on the Commercial General Liability. The additional insured shall read, "Hernando County Board of County Commissioners." Proof of Endorsement is required.

WAIVER OF SUBROGATION: Licensee agrees by entering into this Agreement to a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Other, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

EXCESS/UMBRELLA LIABILITY: Licensee shall provide proof of excess/umbrella liability coverage with minimum limits of $1,000,000.

LIQUOR LIABILITY: Licensee is not required to provide proof of liquor liability coverage since the Licensee will not provide or sell liquor. Licensee will require vendors to provide proof of liquor liability, which shall name the Licensee and Hernando County as an additional insured on the Vendor's policy; and further, provide Hernando County with a waiver of subrogation for General Liability.

WORKERS' COMPENSATION: As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY	Minimum $100,000 each accident
	$100,000
	$500,000 policy limit

SUBCONTRACTORS (IF APPLICABLE): Any and all subcontractors hired by Licensee are required to provide Hernando County with a Certificate of Insurance with the same limits required within Section 9 of this License Agreement. All subcontractors are required to name Hernando County as additional insured and provide a waiver of subrogation for General Liability.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Licensee agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify when available by Licensee's insurer. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Licensee agrees to notify the County within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer** in **compliance.**

The Certificate Holder shall read:

Hernando County Board of County Commissioners
15470 Flight Path Dr
Brooksville, FL 34604

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles, which all are the sole responsibility and risk of Licensee.

3. The term "COUNTY" or "HERNANDO COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

SECTION 10. LICENSOR SUPPORT.

The Licensor will support and collaborate on grants and other sources of financial support identified by the Licensee that further the restoration and operation of the Premises, subject to County Commission approval. Examples of this support can include applications for grants, state and federal legislative appropriations, or requests to private foundations. If necessary, the Licensor may act as a conduit for these funds should they only be available to public entities.

SECTION 11. TERMINATION.

This License Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party. This License Agreement may also be terminated as stated in Section 3.C., Section 13, or where Licensee fails to meet the requirements as stated within this License.

SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as a certified mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally-recognized overnight courier (such as UPS, overnight mail or Federal Express); (d) or by email. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery or email shall be deemed effective one (1) business day after transmission or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For the purposes of notice or communication to the Licensee:

(Agency Name)
(Contract Person Name and Title)
(Street Adrees)
(City, State, Zip Code)

In the case of notice or communication to the Licensor:

Hernando County
c/o County Administrator
15470 Flight Path Dr
Brooksville, FL 34604

SECTION 13. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and this License Agreement will be terminated.

SECTION 14. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, subject to the Contract Documents of the County's Request for Proposals 25-RFP01132/CT.

SECTION 15. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

SECTION 16. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent the provision is contrary, prohibited, invalid, or void; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 17. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the County or Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. As allowed by law, both parties waive their right to a jury trial.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)
COMMISSIONERS

BOARD OF COUNTY

HERNANDO COUNTY, FLORIDA

Attest:_____ Date:____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date:___.
Brian Hawkins, Chairman

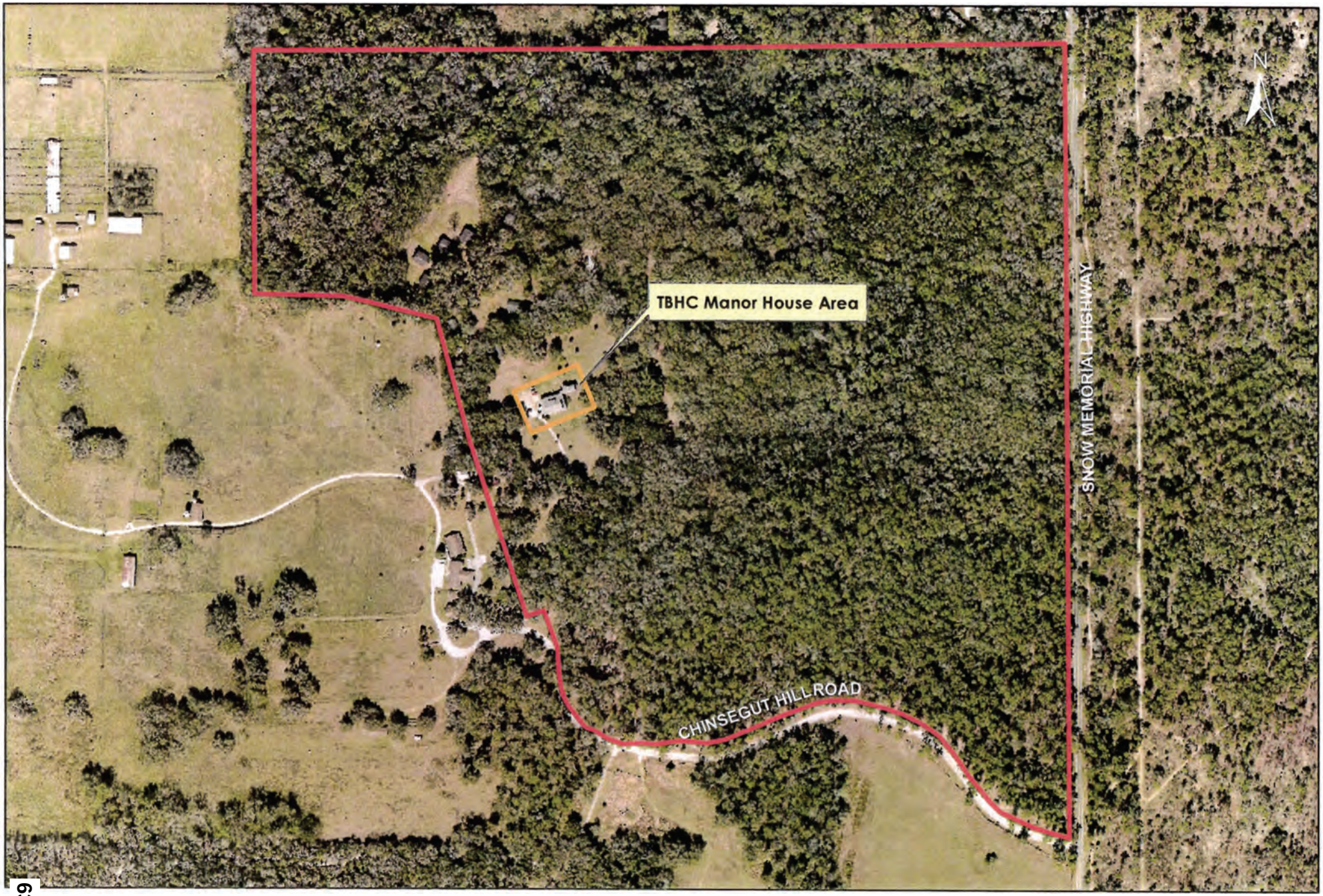
(FIRM/COMPANY NAME)

Witness_____

By_____
Printed Name and Title of Professional

Exhibit A

Manor House Site Plan



638

Conference Center Site Plan

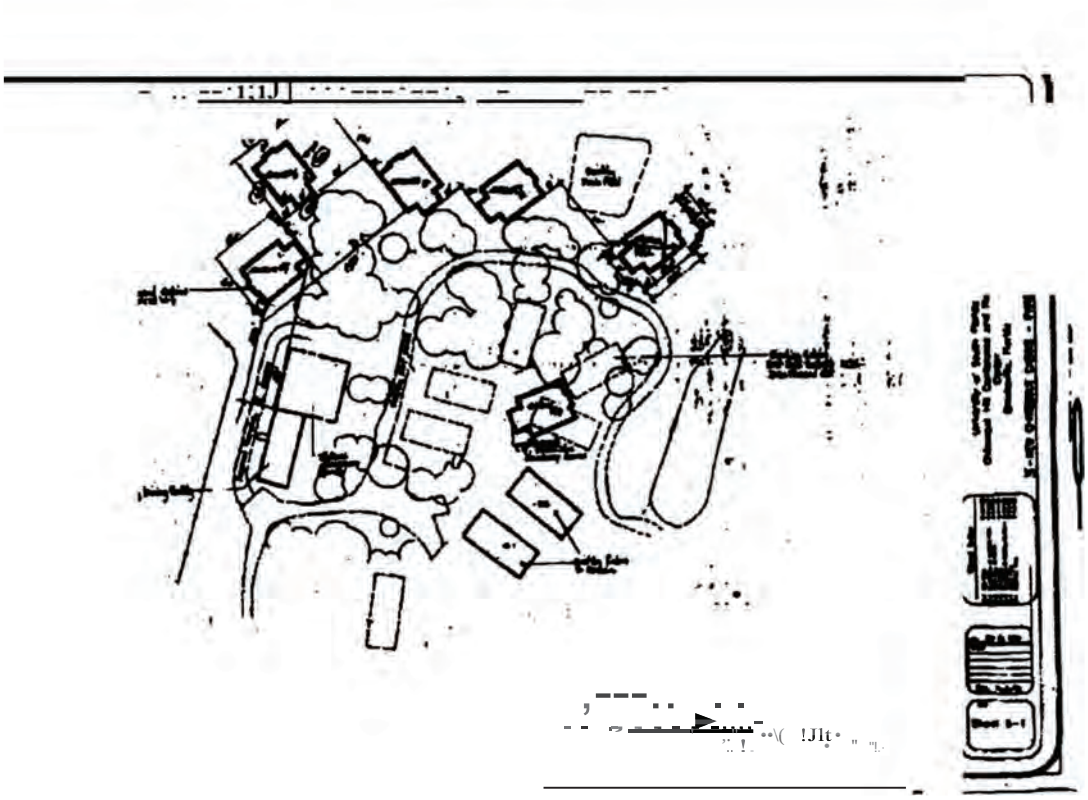


Exhibit "B"
Compensation and Method of Payment

*****To Be Completed With Pricing Proposal form RFP

EXHIBIT C

EVENTS/ACTIVITIES

* Non-lodging rentals (grounds, dining hall, classroom, conference center)
* Non-retreat lodging
* Retreat lodging
* Weddings and associated activities
* Catering
* Breakfasts, lunches, and dinners
* Community events/activities to include, but not limited to; activities that promote fine arts, culture, music, literature and/or history; movie night, tea parties, holiday events, small scale festivals, etc.
* Trainings/conferences
* Photography and artist events
* Retreats
* Outdoor hikes, nature festivals, and nature educational events
* Training and educational programs
* Collaborative events planned in conjunction with Tampa Bay History Center

EXHIBIT D
Matrix of Responsibility

	Responsible Party		
Item	**County**	**Property Manager**	**TBHC**
Electricity Manor House			
Electricity Dining Hall			
Electricity Classroom			
Electricity Cottages			
Electricity Caretaker House			
Mowing Grounds			
Lawn Trim Work			
Internet Access			
Phone Service			
Kitchen Cleaning			
Kitchen Equipment Replacement (Over $200.00)			
Kitchen Equipment Replacement (Under $200.00)			
Water Plant Maintenance			
Pest Control			
A/C Maintenance Repair Manor House			
A/C Maintenance Repair Cottages, Dining Hall, Classroom			
Fire Alarm Maintenance, Phone Lines for Fire Alarm			
Cleaning of Cottages/ Bed Sheets			
Cleaning of Manor House			
Cleaning of Dining Hall/ Classroom			
Advertising for Events/ Tours			
Security of Site			
Inventory and Preservation of Articles in Manor House			
Educational Signs			
Invasive Plant Management (including signage)			
Fallen Tree Removal			
Plumbing Manor House			
Plumbing Conference Center (including Cottages)			
Insurance for Manor House			
Security System of Manor House			
Manor House Maintenance			
Maintenance Shed			

County= Hernando County Board of County Commissioners

Property Manager = (Awarded Firm)

TBHC = Tampa Bay History Center

Instructions for Completing Table I: Select only one (1) proposed compensation

Model Type	
Flat Lease Fee	County receives fixed monthly/annual lease
Revenue Share	County receives [e.g., 10–20%] of gross re
Hybrid Model	Fixed base fee + revenue share above thresh
Other	

Table II: Propose

Unit Type	**Description**
Room/Cabin	
Single Room	2 guests per room
Single Cottage Rental	4 rooms with 2 guests per room
Conference Room	
Conference Room Weekday	
Conference Room Weekday	
Conference Room Weekend	
Dinning Hall & Kitchen	
Dining Hall Weekday	
Dining Hall Weekday	
Dining Hall Weekend	
Dining Hall & Kitchen Weekday	
Dining Hall & Kitchen Weekday	
Grounds	
Front or back lawn	
Front and Back Lawn	
“I Do” Tree / Stairway	
Other Fees	
Replacement Key	
Proposed Additional Services/Offerings (Add more lines if needed)	

Instructions for Completing Table III: Proposers can mod	
Category	**Description**
Facility Management Fee	Oversight of all daily operations, staffing, scheduling, and maintenance
Maintenance & Utilities	General facility upkeep, cleaning, landscaping, utilities (water/electric)
Staffing Costs	Salaries for on-site staff (manager, maintenance, kitchen, cleaning, etc.)
Booking & Reservation System	Software platform and admin support for group reservations
Marketing & Outreach	Promotion of retreat center to increase bookings and county visibility
Insurance & Compliance	Liability insurance, inspections, and regulatory compliance
Capital Improvement Reserve	Set-aside for future repairs and upgrades
ANNUAL TOTAL	

Table I: Compensation Model

model. Other can be used if those listed do not fit the proposed model. If other is selected, pl
the "Structure" column.

Structure	Preferred Compensation Model (check one)
payment from operator	
ıtal revenue	
ıold (e.g., 10-20% of any revenue above $10K /year)	

d Rates for Faculty Use

Unit	Rate	Notes
Per Night	$	
Per Night	$	
Hourly Rate	$	
Per Day	$	
Per Day	$	
Per Hour	$	
Per Day	$	
Per Day	$	
Per Hour	$	
Per Day	$	
Per Day	$	
Per Day	$	
Per Day	$	
	$	
	$	
	$	
	$	
	$	
	$	

Table III: Proposed Cost for Operations & Maintenance

ify rows as appropriate but a "Operations and Maintenance" table with all listed columns and

Unit	Rate	Annual Total
Monthly flat fee	$	
Monthly estimate	$	
Monthly	$	
Annual software + admin	$	
Monthly or % of revenue	$	
Annual	$	
Monthly or % of revenue	$ / %	

lease provide a description in

Proposed Annual Rate

an "Annual Total" Row is required.

Notes	Proposed Payee (County or Proposer)
Includes administrative oversight, scheduling, reporting, compliance	
Includes janitorial & groundskeeping	
List Personel (job titles, brief job description)	
Includes marketing coordination and communications	
Includes social media, website updates, brochures	





650




Wi-Fi




654








Vanity Light Fixture


Vanity Light Fixture



PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM No. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-RFP01132/CT

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. 5.4 PROPOSAL FORMAT

"Proposal Section 4.0 – Pricing Proposal", has been modified, see the addition in RED and the deletions in ~~RED~~:

Use the required "Chinsegut Pricing Proposal" Sheet, Attachment ~~"H"~~ "I" as part of the "Proposal Section 4.0".

Not to Exceed Five (5) Pages

2. 6.0 EVALUATION PHASE

"4. Pricing Proposal", has been modified, see the addition in RED and the deletions in ~~RED~~:

Complete the required "Chinsegut Pricing Proposal" sheet, ~~Attachement "H"~~ Attachment "I". This section should also include subsections on:

- Proposed refurbishment or restoration plans, execution strategies, and funding sources.
- Any proposed Grant Funding
- Detailed description of cost structure including what, if any, costs will be required of the County
- Other sections as unique to the proposer

Considerations will include reasonableness, cost-effectiveness and value.

Scoring Method:
Points Based
Weight (Points):20 (20% of Total)

3. ATTACHMENTS

Attachment “J” - Chinsegut Caretaker's House Photos” has been added.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Erin L Kluis Briggs

Digitally signed by Erin L Kluis Briggs
Date: 2025.09.24 16:25:44 -04'00'

For: Carla Rossiter-Smith, MSM PMP GPC
Chief Procurement Officer

PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM No. TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-RFP01132/CT

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. 5.4 PROPOSAL FORMAT

"Proposal Section 4.0 – Pricing Proposal", has been modified, see the addition in RED and the deletions in ~~RED~~:

Proposal Section 1.0 — Ability, Capacity and Skill of Firm
Not to Exceed Twenty (~~10~~ 20) Pages

Provide information as provided in Section 6-Evaluation Phases
Proposal Section 2.0 — Proposer's Methodology, Technical Ability and Approach

Not to Exceed Thirty (~~15~~ 30) Pages
Provide information as provided in Section 6-Evaluation Phases

Proposal Section 3.0 — Relevant Experience
Not to Exceed Twenty (~~10~~ 20) Pages

Provide information as provided in Section 6-Evaluation Phases
Proposal Section 4.0 — Pricing Proposal

Use the required "Chinsegut Pricing Proposal" Sheet, Attachment "I" as part of the "Proposal Section 4.0".
Not to Exceed Five (5) Pages

Provide information as provided in Section 6-Evaluation Phases

2. ATTACHMENTS

Attachment “B” “EXHIBIT_D_-_Matrix_of_Responsibility “ has been replaced with “EXHIBIT_D_-_Matrix_of_Responsibility 9-30-25”.

Exhibit D Matrix of Responsibility form has been updated. The updated form will be required for the submitted proposal.

3. 7.1 Chinsegut Hill Retreat and Conference Center Site Description

“Proposal Section 7.1 Chinsegut Hill Retreat and Conference Center Site Description”, has been modified, see the addition in RED:

Chinsegut Hill Retreat and Conference Center offers a unique look at the past of Hernando County, while showcasing the nature of the area. The Chinsegut Hill Manor House, originally built in the 1850s, has been listed on the National Register of Historic Places since 1905. The Manor House and surrounding grounds make for a perfect backdrop, visually and logistically, for weddings, anniversary celebrations, and family reunions. This Chinsegut Hill Retreat includes the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker’s House, Cottages, and related facilities (support buildings, etc.).

COTTAGES. Chinsegut Hill Retreat and Conference Center has 7 cottages available for guests. Each cottage has four bedrooms, each bedroom with a private bathroom and shower, shares dining and living areas and a kitchenette supplied with a refrigerator, microwave and coffee pot. All cottages have central air conditioning and heat.

DINING HALL. The dining hall at Chinsegut Hill Retreat and Conference Center can accommodate up to 65 people. The kitchen is fully-equipped with a restaurant-quality dishwasher, gas stove, refrigerator, and freezer. The dining hall is ready to handle any catering needs.

BOOKINGS. At the time of release of this Solicitation, there are four bookings in October-2025, four bookings in November-2025, one in January-2026, two in February-2026, four in March-2026, two in April-2026, and two in May-2026.

HISTORIC CHINSEGUT MANOR HOUSE. Presently, the Tampa Bay History Center, a non-profit 501-c3, operates the manor house as a house museum, coordinates tours, hosts special events, cataloguing and care of the Manor House's contents, and organizes and trains volunteer docents.

B. QUESTIONS AND ANSWERS

1.Q. In the RFP, Section 5.4 Proposal Format, can you please clarify the number of pages allowed for each section? The written numbers don't correlate with the numbers in parenthesis for some required sections (ie. Twenty (10), Thirty (15)).

1.A. The solicitation has been updated. See Clarification 1.

2.Q. In Exhibit D: Matrix of Responsibility, items Roof Repair/ Maintenance and Maintenance of Retreat Center have been removed from the matrix. Where does this leave the proposed responsibility for these larger items?

2.A. The Matrix of Responsibility has been updated, see Clarification 2.

3.Q. In Exhibit D: Matrix of Responsibility, Maintenance Shed has been added to the list. Can you clarify which building this is referring to and why it is singled out in the matrix?

3.A. The Maintenance Shed referend to in the Matrix of Responsibility, is for County use only.

4.Q. We did not see a reference to driveway/ road maintenance in Exhibit D: Matrix of Responsibility. Does that mean that the County would retain responsibility for that item?

4.A. The Matrix of Responsibility has been updated, see Clarification 2.

5.Q. We did not see a reference to trash removal in Exhibit D: Matrix of Responsibility. Does that mean that the County would retain responsibility for that item?

5.A. The Matrix of Responsibility has been updated, see Clarification 2.

6.Q. Regarding the existing Cottage furnishings, can you clarify what the process would be for replacement? Would the contractor be allowed to replace furnishings as desired, and can they remove existing furnishings as they see fit?

6.A. Replacement of existing Cottage Furnishings can be done in with prior approval of the County. Any replaced furnishings will remain with the cottage.

7.Q. In Section 7.1 Chinsegut Hill Retreat and Conference Center Site Description, the Classroom Building and Caretakers Cottage (and other various structures on the property) are not listed. Can it be assumed that all buildings other than the historic Manor House would fall under the Contractor's purview, if desired? And do we need to list every building we intend to be responsible for?

7.A. See Clarification 3. The Contractor would not have access to or responsibility for the two maintenance sheds to the east of the Manor House.

8.Q. It is our understanding that the Forestry Service is currently responsible for Invasive Plant Management, which is included in Exhibit D: Matrix of Responsibility. Would the Contractor be responsible for coordinating the work with the Forestry Service, or are other services needed?

8.A. The County would be responsible for all coordination activities for the Invasive Plant Management plan.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Erin L Kluis Briggs

Digitally signed by Erin L Kluis Briggs
Date: 2025.09.30 16:07:01 -04'00'

For: Carla Rossiter-Smith, MSM PMP GPC
Chief Procurement Officer

Vendor *Click row to open scorecard*	**Ability, Capacity, and S** Points Based 35 Points (35%)	**Proposer's Methodolo** Points Based 25 Points (25%)	**Experience Similar** Points Based 20 Points (20%)	**Pricing Proposal** Points Based 20 Points (20%)	**Total Score** **(Max Score 100)**
Historic Hernando Pr…	26	16.67	16	14.33	**73**
Immerse The Nations	11	6.67	2	6	**25.7**
Raquel M Stafford	16.67	9.33	8.33	7.67	**42**

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: November 17, 2025

TO: Erin L Kluis Briggs, Grants Manager

FROM: Rob Talmage, Parks & Recreation Administrator

SUBJECT: Recommendation for Award Bid No 25-RFP01132/CT
Project Name: Chinsegut Hill Retreat and Conference Center Steward and Property Manager

The attached bid(s) received from Historic Hernando Preservation Society for the above referenced project/solicitation is submitted as recommendation for award.

Items 1 through 5 below have been completed.

See attached for technical evaluation and reference checks. Total Contract Lease Rate for this award is: $1.00/Year

1. Reference checks are satisfactory: ☒ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
2. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
3. Request Next Bidder? ☐ YES ☒ NO
4. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

The Historic Hernando Preservation Society provided a very well thought out proposal which highlighted their ability to operate the lodge and conference center at Chinsegut Hill. HHPS showcased their large network of community partners that they enlist to perform maintenance tasks and run daily operations. Based on HHPS's well-structured operational plan, their dedicated volunteer base, and their extensive historical knowledge of the Chinsegut Hill historical site, the Historic Hernando Preservation Society has demonstrated that they are fully capable of operating and maintaining the lodge and conference center at Chinsegut Hill, and are the best candidate to be awarded this contract.

5. Provide the funding information: Fund ____#### Dept ____#### Account ____#####

Recommendation Approved By: _____ Date: 12-2-2025

Department Director/Manager

Enclosure(s)

BID #: 25-RFP01132/CT

BID TITLE: Chinsegut Hill Retreat and Conference Center Steward and Property Manager

RESPONDENT: John Lee

REFERENCE (Company or Person): Brooksville Blueberry Festival; Coney Island Drive Inn

PHONE #: PERSON YOU SPOKE TO:

1. Describe the work contracted by your firm/company.
Through my ownership of Coney Island and the Brooksville Blueberry Festival, I have worked with members of the Preservation Society on the Florida Mermaid Trail, the Brooksville Blueberry Festival, Life Palettes, and the Booksville Festival I have also watched with interest their historic preservation education programming as well as their former efforts at Chinsegut Hill. The team members are experienced in their individual fields and easy to work with.

2. Was the work completed on time?
Yes

3. Were you satisfied with the final results?
Yes

4. Did you implement their recommendations?
Yes

5. Did you encounter any problems?
No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism - 5
Qualifications - 5
Final Product - 5
Cooperation - 5
Reliability - 5

7. Would you contract with this company again?
Yes

Yes No Maybe
Reference checked by: Date:

Rob Talmage 11-21-2025

REFERENCE CHECK

BID #: 25-RFP01132/CT

BID TITLE: Chinsegut Hill Retreat and Conference Center Steward and Property Manager

RESPONDENT: Pedram Moghaddam

REFERENCE (Company or Person): Historic Hernando Preservation Society

PHONE #: **352-587-8062** PERSON YOU SPOKE TO: _____

1. Describe the work contracted by your firm/company.

   Members of HHPS and the Hernando County Fine Arts Council have worked together on Art in the Park, Brooksville Main Street Murals, Arts & Ales, Life Palettes, and Booksville Festival. HHPS members have been reliable and inspirational partners.

2. Was the work completed on time? **Yes**

3. Were you satisfied with the final results? **Yes**

4. Did you implement their recommendations? **Yes**

5. Did you encounter any problems? **No**

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

   Professionalism **5**

   Qualifications **5**

   Final Product **5**

   Cooperation **5**

   Reliability **5**

7. Would you contract with this company again? **Yes**

   Yes **X** No _____ Maybe _____

Reference checked by: Rob Talmage Date: 11-21-2025

REFERENCE CHECK

BID #: 25-RFP01132/CT

BID TITLE: Chinsegut Hill Retreat and Conference Center Steward and Property Manager

RESPONDENT: Non-responsive

REFERENCE (Company or Person): Kim Paff

PHONE #: 352-345-8301 PERSON YOU SPOKE TO: N/A

1. Describe the work contracted by your firm/company.

2. Was the work completed on time?

3. Were you satisfied with the final results?

4. Did you implement their recommendations?

5. Did you encounter any problems?

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

   Professionalism _____

   Qualifications _____

   Final Product _____

   Cooperation _____

   Reliability _____

7. Would you contract with this company again?

   Yes _____ No _____ Maybe _____

Reference checked by: Rob Talmage Date: 12-2-2025

This reference is non-responsive. Three attempts were made to contact this reference; two via email, and one by phone.

REFERENCE CHECK

BID #: 25-RFP01132/CT

BID TITLE: Chinsegut Hill Retreat and Conference Center Steward and Property Manager

RESPONDENT: Non-responsive

REFERENCE (Company or Person): Bob Angiers

PHONE #: 352-848-0177 PERSON YOU SPOKE TO: N/A

1. Describe the work contracted by your firm/company.

2. Was the work completed on time?

3. Were you satisfied with the final results?

4. Did you implement their recommendations?

5. Did you encounter any problems?

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

   Professionalism _____

   Qualifications _____

   Final Product _____

   Cooperation _____

   Reliability _____

7. Would you contract with this company again?

   Yes _____ No _____ Maybe _____

Reference checked by: Rob Talmage Date: 12-2-2025

This reference is non-responsive. Three attempts were made to contact this reference; two via email, and one by phone.

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD

RFP No. 25-RFP01132/CT

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

RESPONSE DEADLINE: October 13, 2025 at 10:00 am

DATE: Tuesday, December 2, 2025

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Historic Hernando Preservation Society

PO Box 1925

Brooksville, FL 34605

The tentative date for this recommendation is December 16, 2025. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at https://www.hernandocounty.us/home/showpublisheddocument/10509/638893844081930000. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Erin L Kluis Briggs

Digitally signed by Erin L Kluis Briggs
Date: 2025.12.02 12:57:18 -05'00'

for: Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

HERNANDO COUNTY LICENSE AGREEMENT

This Hernando County License Agreement is made this _____ day of_____ 2026, between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 215470 Flight Path Drive, Brooksville, Florida, 34604 (hereinafter the "Licensor" or "County") and Historic Hernando Preservation Society, Inc., whose address is PO Box 1925, Brooksville, FL 34605, (hereinafter the "Licensee").

RECITALS

WHEREAS, the County is the Tenant (Lessee) of the state property known as Chinsegut Hill (hereinafter "Chinsegut Hill"); and,

WHEREAS, Chinsegut Hill is subject to the requirements of various federal laws and regulations including, without limitation, the National Historical Preservation Act of 1966 and the National Register of Historic Places Program; and,

WHEREAS, there are undeveloped portions of the Chinsegut Hill property, which are not currently used for Manor House, Dining Hall, Cottages, Classroom, Caretaker, and Conference Center activities that will be placed and maintained in a land conservation program separate from this Agreement; and,

WHEREAS, the Chinsegut Hill Museum is managed by separate agreement with the County, and is excluded from the Premises contemplated in this Agreement;

WHEREAS, the historic oaks located on the property are under the care and supervision of the National Arbor Foundation who authorizes any use or work on the oaks; and,

WHEREAS, for purposes of this License Agreement, "the Premises" is defined as only the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.), which are depicted in Exhibit "A" as "TBHC Manor House Area".

WHEREAS, the Licensee desires to utilize the Premises for the purpose of the operation (see Exhibit "C") of the Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.) (hereinafter said "use of the Premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the use of the Premises is consistent with the Hernando County Comprehensive Plan, Zoning Ordinances, and other applicable state and federal laws or in the alternative, has been grandfathered in through established pre-code uses by the State of Florida or University of South Florida; and,

WHEREAS, Licensee agrees to the terms and conditions of use of the Premises as specified in this License Agreement, including without limitation, the indemnity and hold harmless provisions, required insurance provisions, fees, and other terms, conditions, and requirements as detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREMISES.

The Licensor hereby grants to the Licensee the right to use of the Premises, consistent with all the terms and conditions of this License Agreement. The license shall include a limited right of ingress and egress to the Premises using only the access road specified in Section 7.B. below.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on March 1, 2026, and shall extend for a period of **Five (5) years** (Initial Term) unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution of this License Agreement and commencement of the lease described in Section 3.C. below, including acknowledged receipt and sufficiency of required insurance. The Licensee shall have the option upon giving written notice to the Licensor no less than 60 days prior to the anniversary date to renew this License Agreement two (2) times for a period of three (3) years each.

B. The Licensee shall be entitled to use of the Premises throughout the term of this License Agreement.

C. The License will terminate without cause, regardless of the circumstances, when the Chinsegut Hill lease agreement between Hernando County and the Florida Department of Environmental Protection is terminated, cancelled, or expired.

SECTION 4. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises' buildings only for the purposes described in Exhibit "C". Licensee shall be solely responsible for doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by participants and guests. This includes compliance with local/state/historical building codes and county zoning requirements, where applicable.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than those listed in Exhibit "C," without prior written consent from the County. All activities not specifically mentioned shall be coordinated and approved in advance with the County.

C. Within thirty (30) days of the execution of this License Agreement, the Licensor and Licensee shall mutually create an inventory of all fixtures and furniture in the Premises. The Licensee shall be responsible to maintain these assets during the term of this License Agreement.

Should any of these items require off-site storage or disposal, the Licensee shall notify the County in writing for approval.

SECTION *5.* REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all applicable permits and/or licenses required or needed in connection with the use of the Premises under this License Agreement. All such permits/licenses shall be obtained prior to the use and copies shall be provided to the County with a copy to the County Attorney's Office. Failure to obtain said approvals and permits and/or licenses will render the license granted herein null and void.

B. The failure of this License Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance and authorizations from the responsible federal, state, and local authorities or other entities where necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any state or federal permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable and shall hold Licensor Hernando County, its officers, employees, and agents harmless for administrative, civil, and criminal penalties for any violation of federal and state statutes or regulations, including, but not limited to, environmental laws and regulations.

SECTION 6. LICENSE AND LICENSE FEE; OTHER COSTS.

Exhibit "B" Compensation and Method of Payment

SECTION 7. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any additional alterations to the Premises, or to place additional improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County.

B. ACCESS. The Licensee agrees that all access to/from the Premises throughout the year shall be via the main road and entrance to the Chinsegut Hill site. No parking or other use is permitted on the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION/REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Licensor in like or equal condition as existed at the

commencement of the license. This obligation includes, but is not limited to, the obligation to return the Premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Licensor shall clean the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons, and/or guests arising from each use. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licensor shall conduct the repair to the Premises and bill the Licensee. Any such bill shall be fully paid within thirty
(30) days of receipt. In addition, the Licensor may pursue any legal action to recover the debt.

D. SECURITY. The Licensee shall be fully responsible for all security related to each and every use. All security measures, including the onsite caretaker, will be the responsibility of Licensee.

E. UTILITIES. The Licensee shall be responsible for all expenses for utilities including electric, phone, gas, and cellular telephone data during the terms of this License Agreement that are for the Conference Center (Dining Hall, restroom building, cottages, classroom, caretaker's residence, utilities shed, and maintenance shed). Within thirty (30) days of executing this Agreement, the Licensor shall transfer all utility accounts into the name of the Licensee.

F. EXPENSES. The Licensee and Licensor agree on the attached matrix of responsibilities (Exhibit "D"), including legal and financial responsibility for each item.

G. WATER WELL. The Chinsegut facility is connected to a water well and fire pump system ("Robbins Donation 2") owned by Florida A&M University. The use of this system is provided by a revocable permit in favor of Hernando County. This permit terminates on February 22,2027. Should this system not be available to serve the Chinsegut facilities in the future, the Licensor will install or connect to a water system suitable to serve the property.

H. Licensee shall provide its annual financial statement and / or audit to the Licensor for review by January 30 of each year of this License Agreement.

SECTION 8. LICENSEE ACKNOWLEDGMENT.

The Licensee acknowledges and agrees that the Premises consist of portions of the Chinsegut Hill property, specifically the Conference Center, Dining Hall, Cottages, Classroom Caretaker's House, and related facilities (support buildings etc.)."

SECTION 9. INDEMNITY/HOLD HARMLESS, INSURANCE, SAFETY AND INSURANCE PROVISIONS.

A. INDEMNITY

To the fullest extent permitted by Florida law, the Licensee covenants and agrees

that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Licensee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Licensee nor any of its subcontractors or assignees 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

B. PROTECTION OF PERSONS AND PROPERTY

The Licensee will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License.

C. MINIMUM INSURANCE REQUIREMENTS

Licensee shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License.

GENERAL LIABILITY: Commercial General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death. COVERAGE AS FOLLOWS:

EACH OCCURRENCE	$1,000,000
GENERAL AGGREGATE	$2,000,000
PERSONAL/ADVERTISING INJURY	$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE (Per Project Aggregate)	$2,000,000

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one [1] fire)	$50,000
MEDICAL EXPENSE (Any one [1] person)	$ 5,000

ADDITIONAL INSURED: Licensee agrees to endorse Hernando County as an

additional insured on the Commercial General Liability. The additional insured shall read, "Hernando County Board of County Commissioners." Proof of Endorsement is required.

WAIVER OF SUBROGATION: Licensee agrees by entering into this Agreement to a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Other, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

EXCESS/UMBRELLA LIABILITY: Licensee shall provide proof of excess/umbrella liability coverage with minimum limits of $1,000,000.

LIQUOR LIABILITY: Licensee is not required to provide proof of liquor liability coverage since the Licensee will not provide or sell liquor. Licensee will require vendors to provide proof of liquor liability, which shall name the Licensee and Hernando County as an additional insured on the Vendor's policy; and further, provide Hernando County with a waiver of subrogation for General Liability.

WORKERS' COMPENSATION: As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY (Minimum)	$100,000 each accident/$500,000 policy limit

SUBCONTRACTORS (IF APPLICABLE): Any and all subcontractors hired by Licensee are required to provide Hernando County with a Certificate of Insurance with the same limits required within Section 9 of this License Agreement. All subcontractors are required to name Hernando County as additional insured and provide a waiver of subrogation for General Liability.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Licensee agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify when available by Licensee's insurer. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Licensee agrees to notify the County within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer** in **compliance.**

The Certificate Holder shall read:

Hernando County Board of County Commissioners
15470 Flight Path Dr
Brooksville, FL 34604

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles, which all are the sole responsibility and risk of Licensee.
3. The term "COUNTY" or "HERNANDO COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

SECTION 10. LICENSOR SUPPORT.

The Licensor will support and collaborate on grants and other sources of financial support identified by the Licensee that further the restoration and operation of the Premises, subject to County Commission approval. Examples of this support can include applications for grants, state and federal legislative appropriations, or requests to private foundations. If necessary, the Licensor may act as a conduit for these funds should they only be available to public entities.

SECTION 11. TERMINATION.

This License Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party. This License Agreement may also be terminated as stated in Section 3.C., Section 13, or where Licensee fails to meet the requirements as stated within this License.

SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as a certified mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally- recognized overnight courier (such as UPS, overnight mail or Federal Express); (d) or by email. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery or email shall be deemed effective one (1) business day after transmission or after
deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For the purposes of notice or communication to the Licensee:

Historic Hernando Preservation Society, Inc.

Amber Lamoreaux, President
(Contract Person Name and Title)

PO BOX 1925
(Street Adress)

Brooksville, FL 34605
(City, State, Zip Code)

In the case of notice or communication to the Licensor:

Hernando County
c/o County Administrator
15470 Flight Path Dr
Brooksville, FL 34604

SECTION 13. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and this License Agreement will be terminated.

SECTION 14. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, subject to the Contract Documents of the County's Request for Proposals 25-RFP01132/CT.

SECTION 15. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

SECTION 16. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent the provision is contrary, prohibited, invalid, or void; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 17. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the County or Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. As allowed by law, both parties waive their right to a jury trial.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____ Date:_____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date:_____
Jerry Campbell, Chairman

Historic Hernando Preservation Society, Inc.

Witness_____

By Amber Lamoreaux

Amber Lamoreaux, President
Printed Name and Title of Professional

Exhibit A
Manor House Site Plan



Conference Center Site Plan

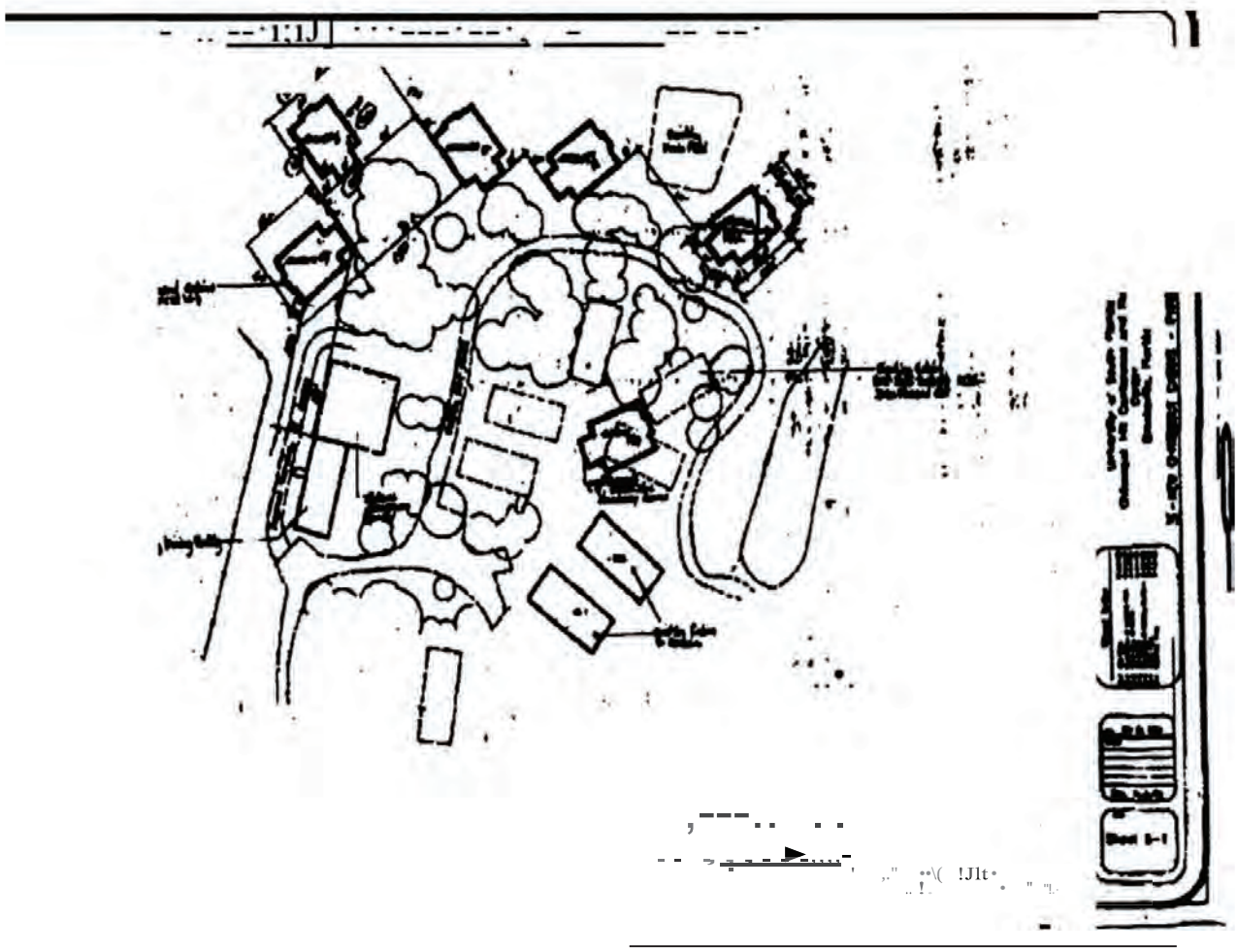


Exhibit "B"
Compensation and Method of Payment

The Licensee, Historic Hernando Preservation Society, LLC, shall pay the Licensor, Hernando County, $1.00 (One Dollar) per year to lease Chinsegut Hill. In addition to the lease payment, the Licensee shall be responsible to pay for the items indicated in the below "Cost for Operations & Maintenance" chart and those as indicated under "Property Manager" in Exhibit D, "Matrix of Responsibility".

Cost for Operations & Maintenance						
Category	**Description**	**Unit**	**Rate**	**Annual Total**	**Notes**	**Proposed Payee (County or Proposer)**
Facility Management Fee	Oversight of all daily operations, staffing, scheduling, and maintenance	Monthly flat fee	Pro-bono by volunteers	$0.00	Includes administrative oversight, scheduling, reporting, compliance	Proposer
Maintenance & Utilities	General facility upkeep, cleaning, landscaping, utilities (water/electric)	Monthly estimate	Varies greatly by month	$132,000.00	Includes janitorial & groundskeeping	Proposer
Staffing Costs	Salaries for on-site staff (manager, maintenance, kitchen, cleaning, etc.)	Monthly	Pro-bono by volunteers	$0.00	List Personal (job titles, brief job description)	Proposer
Booking & Reservation System	Software platform and admin support for group reservations	Annual software + admin	$5,000.00	$5,000.00	Includes marketing coordination and communications	Proposer
Marketing & Outreach	Promotion of retreat center to increase bookings and county visibility	Monthly or % of revenue	Varies greatly by month	$15,000.00	Includes social media, website updates, brochures	Proposer
Insurance & Compliance	Liability insurance, inspections, and regulatory compliance	Annual	$15,000.00	$15,000.00		Proposer - Liability & Grounds, County- Manor House & Grounds
Capital Improvement Reserve	Set-aside for future repairs and upgrades	Monthly or % of revenue	$ 11,000 / 20 %	$26,400.00		Proposer
ESTIMATED ANNUAL TOTAL				$193,400.00		

Exhibit "C"
Events/Activities

- Non-lodging rentals (grounds, dining hall, classroom, conference center)
- Non-retreat lodging
- Retreat lodging
- Weddings and associated activities
- Catering
- Breakfasts, lunches, and dinners
- Community events/activities to include, but not limited to; activities that promote fine arts, culture, music, literature and/or history; movie night, tea parties, holiday events, small scale festivals, etc.
- Trainings/conferences
- Photography and artist events
- Retreats
- Outdoor hikes, nature festivals, and nature educational events
- Training and educational programs
- Collaborative events planned in conjunction with Tampa Bay History Center

Proposed Rates for Faculty Use				
Unit Type	**Description**	**Unit**	**Rate**	**Notes**
Room/Cabin				
Single Room	2 guests per room	Per Night	$95.00	
Single Cottage Rental	4 rooms with 2 guests per room	Per Night	$380.00	
Conference Room				
Conference Room Weekday		Hourly Rate	Not Offered	Daily Rate Only
Conference Room Weekday		Per Day	$150.00	
Conference Room Weekend		Per Day	$250.00	
Dinning Hall & Kitchen				
Dining Hall Weekday		Per Hour	Not Offered	Daily Rate Only
Dining Hall Weekday		Per Day	$250.00	
Dining Hall Weekend		Per Day	$350.00	
Dining Hall & Kitchen Weekday		Per Hour	Not Offered	Daily Rate Only
Dining Hall & Kitchen Weekday		Per Day	$350.00	
Dining Hall & Kitchen Weekend		Per Day	$450.00	
Grounds				
Front or back lawn		Per Day	$850.00	
Front and Back Lawn		Per Day	$1,600.00	
“I Do” Tree / Stairway		Per Day	$350.00	
Other Fees				
Replacement Key			$100.00	

EXHIBIT D
Matrix of Responsibility

Item	Responsible Party: County	Property Manager	TBHC
Electricity Manor House, Maint Shed, Water Plant	■		
Electricity Dining Hall		■	
Electricity Classroom		■	
Electricity Cottages		■	
Electricity Caretaker House		■	
Mowing Grounds		■	
Automatic Entrance Gate	■		
Lawn Trim Work			■
Internet Access	■		
Phone Service		■	■
Kitchen Cleaning		■	
Kitchen Equipment Replacement (Over $200.00)		■	
Kitchen Equipment Replacement (Under $200.00)		■	
Water Plant Maintenance	■		
Pest Control (Retreat Areas)		■	
Pest Control (Manor House)	■		
A/C Maintenance Repair Manor House	■		
A/C Maint. Repair Cottages, Dining Hall, Classroom, Caretakers		■	
Equipment Used in retreat center operations		■	
Fire Alarm Maintenance, Phone Lines for Fire Alarm	■		
Roof Repair/ Maintenance Manor House	■		
Roof Repair/ Maint Cottages, Dining Hall, Classroom, Caretakers		■	
General Maintenance Manor House	■		
General Maint Cottages, Dining Hall, Classroom, Caretakers		■	
Cleaning of Cottages/ Bed Sheets		■	
Cleaning of Manor House			■
Cleaning of Dining Hall/ Classroom/ Caretaker		■	
Advertising for Events/ Tours		■	
Security of Site	■	■	■
Inventory and Preservation of Articles in Manor House			■
Educational Signs for Manor House			■
Invasive Plant Management (including signage)	■		
Fallen Tree Removal (Manor House)	■		
Fallen Tree Removal (Retreat Area)		■	
Plumbing Manor House	■		
Plumbing Cottages, Dining Hall, Classroom, Caretakers		■	
Insurance for Manor House	■		
Driveway/Road Maintenance	■		
Trash Removal		■	

County= Hernando County Board of County Commissioners

Property Manager = Historic Hernando Preservation Society, Inc.

TBHC = Tampa Bay History Center

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

[HISTORIC HERNANDO PRESERVATION SOCIETY] RESPONSE DOCUMENT REPORT

RFP No. 25-RFP01132/CT

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

RESPONSE DEADLINE: October 13, 2025 at 10:00 am

Report Generated: Wednesday, November 5, 2025

Historic Hernando Preservation Society Response

CONTACT INFORMATION

Company:
Historic Hernando Preservation Society

Email:
hernandopreservation@gmail.com

Contact:
Amber Lamoreaux

Address:
PO Box 1925
Brooksville, FL 34605

Phone:
(352) 568-6226

Website:
http://www.hernandopast.org

Submission Date:
Oct 12, 2025 8:22 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Oct 1, 2025 8:08 AM by Jo-Anne Peck

Addendum #2
Confirmed Oct 1, 2025 8:08 AM by Jo-Anne Peck

QUESTIONNAIRE

1. Company Information

VENDOR REGISTRATION*
Pass

Please download the below documents, complete, and upload.

- Vendor-Registration-Form.pdf

HHPS_Vendor_Registration.pdf

W9 FORM *
Pass

Please upload your company's W9 information

_Form_W-9_(Rev._March_2024).pdf

UPLOAD FLORIDA PERMIT
Pass

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

2025_Corp_Annual_Report_ammended.pdf

LOCAL PREFERENCE.
Pass

If you are claiming local preference, please download the below documents, complete, and upload.

- LOCAL_VENDOR_AFFIDAVIT_OF_E...

local_vendor_affidavit_of_eligibility_.pdf

2. Authorizations

AUTHORIZED REPRESENTATIVE*
Pass

Are you fully authorized to bind this company, or corporation.

Yes

AUTHORIZED SIGNATORY/NEGOTIATOR*
Pass

Please provide the information to support the statement below:

The Firm/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Firm/Contractor will be duly bound:

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

Amber Lamoreaux, President, hernandopreservation@gmail.com or amberlynnrn@gmail.com, 352-568-5226 or Jo-Anne Peck, Vice-President, pri@preservationresource.com, 813-785-4343

CORPORATE AFFIDAVIT*
Pass

Please download the below documents, complete, and upload.

- Corporate_Affidavit_(4).pdf

Corp_Affidavit.pdf

3. Confirmations

CONFIRM 180 DAYS PROPOSAL VALIDITY*
Pass

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

Confirmed

DOES THIS FIRM TAKE ANY EXCEPTIONS TO THE SAMPLE CONTRACT?*
Pass

I have carefully examined the Request for Proposals/Qualifications (RFP/RFQ), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP/RFQ Proposal and any other documents accompanying or made a part of this invitation.

I certify that all information contained in this RFP/RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP/RFQ on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP/RFQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP/RFQ for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP/RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP/RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP/RFQ IS SUBMITTED:

Does this Firm take any Exceptions to the Sample Contract?:

No

IF YOU SELECTED "YES" IN THE PRECEDING "EXCEPTIONS" QUESTION, PLEASE UPLOAD ANY EXCEPTIONS TO THIS RFP/RFQ
Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted.

No response submitted

DRUG FREE WORKPLACE CERTIFICATION *
Pass

I have read and attest to, in accordance with Florida Statute section 287.087, hereby certify that Proposer:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to this Drug Free Workplace Certificate

Confirmed

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*
Pass

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

Confirmed

E-VERIFY CERTIFICATION *
Pass

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

AFFIDAVIT OF NON COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES*

Pass

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees.

Confirmed

FOREIGN COUNTRIES OF CONCERN 287.138*
Pass

Section 287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in
a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 287.138,
Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

Confirmed

SWORN STATEMENT 287.133 (3) (A)*
Pass

I have read and attest that I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Section 287.133 (1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

IF YOU CHOSE OPTION 3, TO THE QUESTION ABOVE, 3.9 SWORN STATEMENT 287.133(3), F.S., A, ATTACH A COPY OF THE FINAL ORDER.
No response submitted

4. Proposal

PROPOSAL*
Pass

Please upload your proposal. The Proposal Format section of Section 5 of this RFP/RFQ describes the required Proposal Format. Proposer's should also reference Section 6 Evaluation Criteria.

HHPS_Chinsegut_RFP_final.pdf

5. Additional Required Forms

HERNANDO COUNTY EMPLOYMENT DISCLOSURE*
Pass

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

HC_Employment_Disclosure_.pdf

ANTI HUMAN TRAFFICKING AFFIDAVIT*
Pass

Please download the below documents, complete, and upload.

- Anti_Human-Trafficking-Affi...

anti-human_trafficking_.pdf

VENDOR REGISTRATION **HERNANDO COUNTY, FL**

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
(✓) Other nonprofit (Explain)

Federal Employer Identification
Number or Social Security Number: 45-1551222

Firm Name: Historic Hernando Preservation Society

Mailing Address: PO Box 1925

City Brooksville State FL Zip 34605

Telephone No. — Fax No. —

Web Address: hernandopast.org E-Mail: hernandopreservation@gmail.com

Commodity or Service Supply: education, preservation

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Submitted by: Amber Lamoreaux

Name & Title Printed: Amber Lamoreaux, President

Directions for Submitting Application:
Vendors: Complete and return to requestor.
Staff: Attach to requisition for processing.

Please attach your completed W-9 Form
PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Historic Hernando Preservation Society, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) 501(c)(3) nonprofit corporation

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 1925

6 City, state, and ZIP code

Brooksville, FL 34605

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	1	5	5	1	2	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** JoAnne N Peck · V.P. **Date** 10-12-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Oct 10, 2025
Secretary of State
6994918164CC

DOCUMENT# N11000003333

Entity Name: HISTORIC HERNANDO PRESERVATION SOCIETY, INC.

Current Principal Place of Business:

P.O.BOX 1925
BROOKSVILLE, FL 34605

Current Mailing Address:

PO BOX 1925
BROOKSVILLE, FL 34605

FEI Number: 45-1551222

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PECK, JO-ANNE M
259 HOWELL AVENUE
BROOKSVILLE, FL 34601 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JO-ANNE M PECK 10/10/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	TREASURER
Name	KNOWLES, JAN E.
Address	26287 SOULT ROAD
City-State-Zip:	BROOKSVILLE FL 34601

Title	VICE-PRESIDENT
Name	PECK, JO-ANNE M
Address	259 HOWELL AVENUE
City-State-Zip:	BROOKOSVILLE FL 34601

Title	SECRETARY
Name	LAMOREAUX, ROSS
Address	11471 CHALK FARM ROAD
City-State-Zip:	SPRING HILL FL 34609

Title	DIRECTOR
Name	RUSSO, CHRISTINA
Address	25219 WILLOW ST
City-State-Zip:	BROOKSVILLE FL 34601

Title	DIRECTOR
Name	CHARLOW, DEBORAH
Address	26111 WHIPPERWILL ST.
City-State-Zip:	BROOKSVILLE FL 34601

Title	DIRECTOR
Name	DAVIS, DOUG
Address	630 E. DR. MLK
City-State-Zip:	BROOKSVILLE FL 34602

Title	PRESIDENT
Name	LAMOREAUX, AMBER
Address	11471 CHALK FARM ROAD
City-State-Zip:	SPRING HILL FL 34609

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JO-ANNE M PECK VICE-PRESIDENT 10/10/2025

Electronic Signature of Signing Officer/Director Detail — Date

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Amber Lamoreaux, President
[Print individual's name and title]

for Historic Hernando Preservation Society
[Print name of Company/Individual submitting sworn statement]

Whose business address is P.O. Box 1925 Brooksville FL 34605

(If applicable) its Federal Employer Identification Number (FEIN) is 45-1551222

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. **LOCAL PREFERENCE ELIGIBILITY**

   A. **Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? ✓ YES _____ NO**

   B. **Proof of real property tax submitted with affidavit: YES _____ NO ✓**

   C. **Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES ✓ NO _____**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

Amber Lamoreaux
[Signature]

10/16/25
[Date]

State of Florida
County of Hernando
The foregoing instrument was acknowledged before me this 12 day of Oct, 2025
by Amber Lamoreaux
who is personally known to me ✓
or who has produced _____ as identification
and who did take an oath.

Notary Public: Elizabeth Ahrens
My Commission Expires: 7/27/2029

ELIZABETH ANN AHRENS
Commission # HH 657654
Expires July 27, 2029

CORPORATE AFFIDAVIT

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA]

COUNTY OF HERNANDO]

Ross Lamoreaux being duly sworn, deposes and says that he is secretary of Historic Hernando Preservation Society, a corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at:

P.O. Box 1925, Brooksville FL 34605 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of Historic Hernando Preservation Society (Name of Corporation) of the corporation, is duly authorized to sign as Secretary (Title) the Bid for Chinsegut Hill Retreat & Conference Center for said corporation by virtues of: the bylaws
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

Affiant

Sworn to before me this 12th day of October, 2025.

Notary Public

ELIZABETH ANN AHRENS
Commission # HH 657654
Expires July 27, 2029

This document should be completed and returned with your submittal.

ELIZABETH ANN AHRENS
Commission # HH 657654
Expires July 27, 2029

CHINSEGUT IS FOR EVERYONE.



Chinsegut Hill Sanctuary Steward & Property Manager #25-RFP01132/CT

OCTOBER 2025 | HernandoPast.org | HISTORIC HERNANDO PRESERVATION SOCIETY

Proposal Introduction	**Page 02**
Ability, Capacity, & Skill of Firm	**Page 03**
Methodology, Technical Ability, & Approach	**Page 20**
Relevant Experience	**Page 41**
Pricing Proposal	**Page 51**

Proposal Introduction

Chinsegut Hill Sanctuary is an exceptional historic site in Hernando County currently owned by the State of Florida and leased for 50 years to Hernando County Board of County Commissioners (BOCC). The Historic Hernando Preservation Society (HHPS) would like to assist the county in increasing public access to the property as well as reducing the financial burden on taxpayers to maintain the site.

HHPS also desires to create a Master Site Plan to strategically invest in preserving the historic assets, increasing archeological studies, and planning for appropriate amenity improvements so the property can continue to benefit this generation and those to follow. Our multifaceted approach will include free public educational and recreational programming as well as academic research and preservation.

The following are authorized to answer questions regarding this proposal:

Name	Title	Address	Phone
Amber Lamoreaux (lead respondent)	**HHPS President**	**11471 Chalk Farm Road, Spring Hill, FL 34609**	**352.568.5226**
Jo-Anne Peck	HHPS Vice-President	259 Howell Avenue, Brooksville, FL 34601	813.785.4353
Jan Knowles	HHPS Treasurer	26287 Soult Road, Brooksville, FL 34601	352.279.5182
Dr. Gary Ellis	GARI Archeology	5990 N. Tallahassee Road, Crystal River, FL 34428	352.464.4274
Dr. Chris Meindl	USF Florida Studies Professor	4202 E. Fowler Avenue, NES 107, Tampa, FL 33620	727.873.4961
Natalie Kahler	Chinsegut author and podcaster	941 Cedar Drive, Brooksville, FL 34601	352.238.6295

Section 1.0 . Ability, Capacity & Skill
(Maximum 20 Pages I 35 Points)

1.0 Organizational Overview - Historic Hernando Preservation Society (HHPS)

October 1, 2025

To the Hernando Board of County Commissioners,

The Historic Hernando Preservation Society is a private non-profit organization whose mission is to support and encourage ongoing interest and research relating to the history of the original Hernando County, Florida, including aspects of Archaeology, Architecture, and Culture of current day Hernando, Citrus and Pasco Counties.

Ongoing Projects:

- Historic Markers & Signage
- Speakers Forum
- Archaeological project support
- Cemetery documentation
- Preservation education
- Historic Walking Tours
- Historic Home Tours
- Coordination with other organizations for mutual goals

HHPS meets the 1st Thursday each month in historic downtown Brooksville at City Hall, 201 Howell Ave. A general business meeting starts at 6:00PM, followed by a free educational presentation at 7:00PM. All are welcome to attend.

HHPS is comprised of members with a vast array of professional and personal experience in historic preservation, local history research, and event planning. The team's combined expertise represents many decades of successful work over many organizations. Managing Chinsegut Hill is completely in line with our core mission of preservation, interpretation, and community engagement.

HHPS is committed to sharing the history of Hernando County and firmly believes Chinsegut is for everyone.

Thank you for your consideration,

Amber Lamoreaux

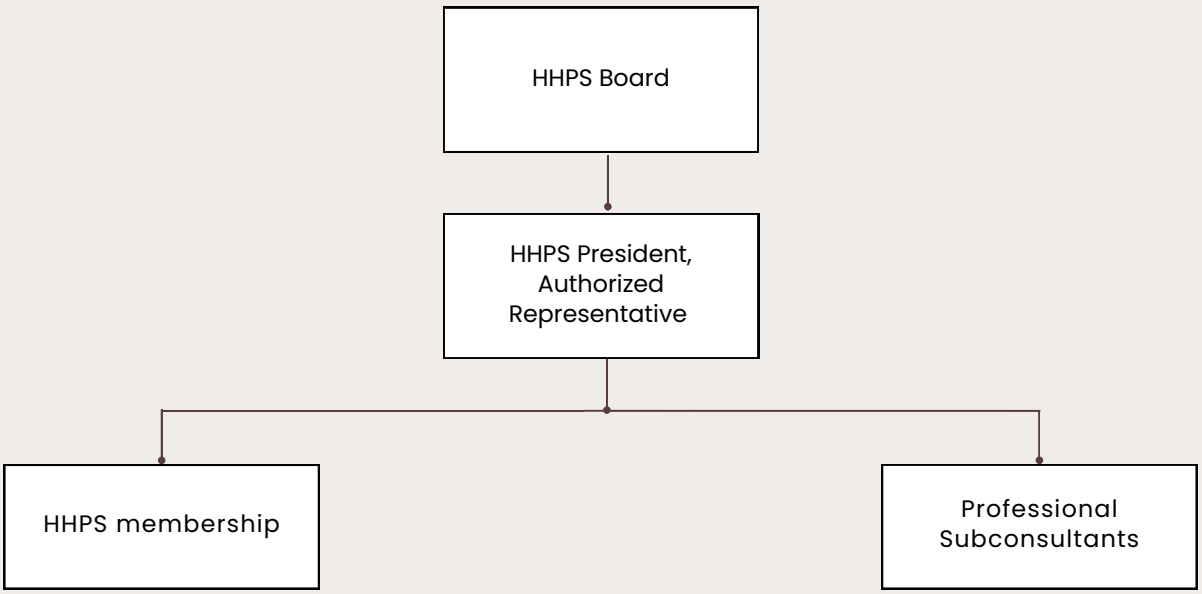
Amber Lamoreaux
Historic Hernando Preservation Society President

1.1 Knowledge of Local Labor and Material Markets

As a long-established Hernando County organization, HHPS maintains strong relationships with local contractors, suppliers, and craftspeople experienced in historic work—roofing, carpentry, plaster, landscape, and mechanical systems. The team's ongoing programs and partnerships have provided decades of experience coordinating local services and volunteers for preservation-related projects. Collectively, the consultant team brings additional knowledge of Central Florida construction and services through projects in the region and throughout the State of Florida, ensuring efficient procurement, realistic cost control, and rapid response to maintenance needs at Chinsegut Hill.

1.2 Lines of Authority and Coordination Identified

HHPS will serve as the prime contracting entity and fiscal administrator, providing overall direction and reporting to the County. An organizational chart (see below) illustrates HHPS leadership, with Amber Lamoreaux, President, as the Authorized Representative, supported by the HHPS Board and a multidisciplinary team of professional subconsultants. Each consultant reports to HHPS's project coordinator while maintaining open peer-to-peer communication. Coordination occurs through weekly team meetings, monthly on-site reviews, shared maintenance schedules, and a unified digital workspace for tracking budgets, tasks, and reports.



1.3 Essential Management Functions

Chinsegut Hill's historically layered ownership and stewardship context requires coordinated oversight to balance preservation, public access, and operations. The original Robins estate was subdivided in the twentieth century; today, parcels are owned or managed by multiple entities (e.g., Audubon Society, Florida Forest Service, Florida A&M University, the church at Robins Park, Florida Fish & Wildlife Conservation Commission, Tampa Bay History Center, the State of Florida, and Hernando County). The area covered by this RFP includes rental cottages, a commercial kitchen and dining hall, a modular classroom, a modular home, several sheds, three (possibly four) CCC-era buildings, archaeological sites, and both cultivated and forested grounds. It is imperative that the next property managers are equipped to quickly make the grounds open to the public and operational as a retreat while respecting the restrictions and responsibilities of managing a historic site. Although well-intentioned, prior management efforts sometimes introduced "improvements" that unintentionally compromised historic integrity or failed to consider the property's wildlife preserve character. In light of those lessons, HHPS has assembled a team of professionals capable of restoring and enhancing the site appropriately, in coordination with the Florida Division of Historical Resources.



Retreat Operations

Chinsegut Hill Retreat is a 56-bed facility that attracts groups as diverse as churches, bird watchers, Road Scholars, yoga enthusiasts, and family gatherings. The team will oversee all aspects of retreat operations, including:

- **Marketing** the retreat through print, social media, and statewide presentations to target organizations.
- **Booking Management** for cottages, classroom, dining hall, and grounds.
- **Cleaning and Supplies Management** for quick turnaround between guests, including cleaning, laundry, and restocking supplies.
- **Maintenance** of 28 guest rooms, 28 bathrooms, seven cottage kitchens, and nine porches.
- **Furniture and décor** updates as needed for comfort and durability.
- **Dining hall kitchen equipment** maintenance.
- **Mowing, weeding, and seasonal landscaping** of the retreat area.
- **Proactive building maintenance** of all cottages and public-use buildings.
- **Daily cleaning of public facilities** like the Civilian Conservation Corps restroom.
- **Annual clearing of forest trails**.
- **On-site management** whenever guests are present.
- **Paying utilities and managing subcontractors** for specialized services.
- **Establish long-term sustainability** with the benefit of decades of combined experience. The team is positioned to reopen the property swiftly, stabilize its facilities, and pursue grants and appropriations.



Core Functions Managed by the Team

- Fiscal management, accounting, and County reporting.
- Reservations, guest services, and scheduling for cottages, classroom, dining hall, and grounds.
- Routine and preventive maintenance for structures, systems, and landscapes.
- Preservation planning and coordination with the Florida Division of Historical Resources.
- Public programming, education, tours, and volunteer coordination.
- On-site management whenever guests are present, ensuring safe, continuous operations.

1.4 Functional Integration of Team Members (Subs Delineated)

All participants collaborate as equal professional partners under HHPS's leadership with integrated communication, unified branding, and coordinated deliverables.

Team Member/Organization	Primary Role	Key Deliverables
HHPS	Prime/Administrative Leave	Contact administration, budgeting, volunteer management, County liaison
Gulf Archeological Research Institute	Archeology & Cultural Resources	Archeological surveys, site monitoring, research integration
Dr. Chris Meindl	USF Florida Studies Program Director	Programming and research support
Jo-Anne Peck	Historic Construction Consultant	Oversight of repairs and rehabilitation activities
Dalton Studio LLC	Preservation & Planning	Condition assessments, preservation plan, DHR coordination
Roots Creative Co	Marketing	Website, graphics, and social media support
Hernando Historical Museum Association	Educational	Programming and resarch support
Natalie Kahler	Education & Community Engagement	Heritage Tourism promotion, public relations, historic research
LibertyTree Care & Kenjo's Tree Service	Arborists	Tree maintenance and repair

1.5 Current and Projected Workload/Availability

HHPS's volunteer structure and consultant model allow flexible scaling while maintaining consistent oversight. This project is the team's primary 2025–2026 initiative; all consultants have confirmed schedule availability for immediate mobilization.

Consultant or Role	Est. % Commitment	Availability Start
HHPS President/Project Manager	30%	Immediate
Preservation/Planning Team	25%	Immediate
Archeology/Cultural Resources	10%	Within 30 days of NTP
Educational Programming	15%	Immediate
Community Outreach/Marketing	10%	Immediate

1.6 Familiarity with Project Area and Region

HHPS members possess deep-rooted knowledge of Hernando County, gained through years of active engagement with its cultural and historical landscape. Their work includes leading educational tours, preserving cemeteries, installing historical markers, and hosting public lectures. This intimate understanding of the area—combined with broader regional insight—supports thoughtful stewardship that respects local heritage, environmental context, and regulatory frameworks.



1.7 Credentials, Qualifications, and Relevant Experience of HHPS Team

The HHPS team brings a wealth of professional and volunteer experience in historic preservation, public history, and community education. Members have contributed to statewide initiatives, collaborated with preservation agencies, and developed interpretive materials tailored to Florida's unique historical narratives. Their combined expertise ensures that project management is informed, compliant with preservation standards, and responsive to both community values and historical integrity.



Amber Lamoreaux
HHPS President & Dade Battlefield Society President

Amber is a gifted event planner, interpreter, and preservation advocate who also coordinates educational tours with the Tampa Bay History Center. As President of the Dade Battlefield Society, she has led the park to repeated state recognition as a top-performing site. She currently serves as President of HHPS and is a member of the Daughters of the American Revolution, Annuttaliga Chapter.



Jo-Anne Peck
HHPS Vice-President & Historic Preservationist

Jo-Anne is a cultural resource professional and licensed building contractor with a strong background in historic preservation and public-sector collaboration. With decades of experience working alongside Florida agencies, she has led numerous initiatives focused on documenting, protecting, and preserving the state's architectural and cultural heritage. She is also skilled in digital communications and website management, bringing a modern edge to traditional preservation efforts. Her work reflects a deep commitment to community engagement, education, and the sustainable stewardship of Florida's historic resources.



Jan Knowles
HHPS Treasurer & Historic Preservationist

A lifelong advocate for Brooksville's heritage, Jan secured the $1.5 million appropriation that funded the 2014 manor restoration. She has chaired Art in the Park, the Brooksville Raid, and the Tourist Development Council, and served as President of the Historic Hernando Preservation Society, Friends of Chinsegut, and the Hernando Historic Museum Association. Jan was honored as the 2014 Great Brooksvillian for her nonprofit leadership.



Ross Lamoreaux
HHPS Secretary & TBHC Chinsegut Site Manager

Ross is a living-history interpreter and Civilian Conservation Corps expert who has managed the Chinsegut Hill museum site for the Tampa Bay History Center since 2009. He serves on the boards of HHPS and the Dade Battlefield Society and is an Army veteran. Ross has nearly three decades of experience in museum interpretation, historical reenactment, and program development for Florida State Parks.



Deb Charlow
HHPS Board Member & TBHC Docent

Deb has volunteered as a docent at Chinsegut for more than a decade and specializes in period clothing research and reenactment. A former English teacher and Girl Scouts coordinator, she has planned and executed numerous educational events and fundraisers. Deb is also a costuming expert covering several centuries, including those which impact Chinsegut Hill.



Doug Davis
HHPS Board Member & Small Business Owner

Doug is a lifelong Hernando County resident and owner of Doug Davis Enterprises, Inc., specializing in ironwork and structural steel fabrication. An Army veteran and active HHPS board member, he combines technical expertise with a passion for local heritage and historic craftsmanship. He holds a degree in Marketing.



Christina Russo
HHPS Board Member, Educator & Writer

Christina is a teacher, writer, and former reporter for the Hernando Sun. She has served on multiple education and youth boards and is active in the NAACP and Black Educator's Caucus. She brings communication skills and educational outreach experience to the team. She holds a Master's in Exceptional Student Education and a Bachelor's in Early Childhood Education.



Gary Ellis
HHPS member & Archaeologist

Gary has directed five archaeological digs at Chinsegut. He also wrote a comprehensive academic report on the property and designed a map of archaeological areas of interest.



Dr. Chris Meindl
HHPS member & Director of Florida Studies at USF

Dr. Meindl has been bringing his USF students to Chinsegut for 22 years! As an educator and geographer, he has recently published *Florida Springs: From Geography to Politics and Restoration.*



Natalie Kahler
HHPS member & Chinsegut history author & podcaster

Natalie has volunteered at Chinsegut in many roles, including Retreat Manager and Event Planner. She has penned three books on Hill history and is in the second season of a podcast based on Chinsegut owner Elizabeth Robins' diaries.



Mary Sheldon
HHPS member & Hernando Historic Museum Assoc. President

An enthusiastic researcher and long-time leader at the museum, Mary is deeply committed to expanding our knowledge of Hernando County's roots.



Barry Meindl
HHPS Member & Roots Creative Co. Designer

Barry is Hernando's most exuberant and boundlessly energetic volunteer. A gifted designer, he has created branding for HHPS, Brooksville Main Street, and the Emancipation Day Celebration at Chinsegut.



Chris Jernigan
Arborist & Veteran

A seventh-generation Brooksvillian and descendant of Chinsegut's Ederington family, Chris is the owner of Liberty Tree Care. He has volunteered countless hours to maintaining Chinsegut's tree health and grounds care. Chris is an Army veteran and lifelong supporter of Florida's heritage landscapes.



Ken Morgan
Arborist & Master Gardener

Owner of Kenjo's Tree Service since 2002, Ken has donated his tree-care and preservation expertise to Chinsegut Hill for over two decades. He is a certified arborist and master gardener known for his commitment to maintaining the property's historic landscape and native tree canopy.



Betsy Ahrens
Event Coordinator

Betsy served as Vendor Coordinator for the Brooksville Blueberry Festival and as Promotion Committee Chair for Brooksville Main Street. She brings organizational and community event experience to HHPS and currently serves as Vice-Principal at The Esther School.



Lisa Mobley
History on Wheels

Lisa's mother, Mable, dedicated her life to documenting the history of her family's long history in Hernando County. Upon her passing, Lisa has picked up her mother's mantle in sharing those stories. Mable has been selected by City Council as the 2027 Great Brooksvillian.

1.8 Unique Knowledge and Credentials of Key Team Members

This project is supported by a team whose combined experience spans preservation planning, archaeology, education, construction, and community engagement. Together, they bring specialized expertise that extends beyond standard preservation practice, grounded in decades of work with Florida's historic places, cultural landscapes, and public institutions.

Localized Preservation Expertise
Members of the Historic Hernando Preservation Society (HHPS) and affiliated partners have been directly involved in regional preservation efforts through archaeological studies, museum operations, docent programs, and educational tours. This continuity of engagement provides an irreplaceable foundation of institutional knowledge and strong working relationships with local and state preservation networks.

Technical and Professional Credentials
Subconsultants Christine Dalton (Dalton Studio) and Jo-Anne Peck (Preservation Resource) are certified preservation professionals with extensive experience managing Florida Division of Historical Resources Small Matching Grant projects, developing historic preservation design guidelines, and conducting building condition assessments. Their combined expertise ensures regulatory compliance, grant accountability, and adherence to *The Secretary of the Interior's Standards for the Treatment of Historic Properties*,

Scholarly and Research Credentials
Dr. Chris Meindl (University of South Florida) and Gary Ellis (Gulf Archaeology Research Institute) contribute nationally recognized scholarship in Florida geography and archaeology. Their academic and field experience inform resource management, interpretation, and preservation strategies for historic and environmental sites across the state.

Community and Interpretive Strengths
Amber and Ross Lamoreaux, Jan Knowles, Deb Charlow, Jo-Anne Peck, Christine Dalton, Mary Sheldon, Lisa Mobley, Betsy Ahrens and Natalie Kahler bring extensive experience in heritage tourism, public programming, and event coordination, connecting professional preservation with active community participation. Their record of successful tours, lectures, and public events demonstrates a strong ability to foster awareness and stewardship through education and outreach.

Collectively, the team's unique combination of technical credentials, academic expertise, and community engagement experience provides a comprehensive foundation for the stewardship, interpretation, and long-term preservation of this historic property.

1.9 Experience Working Together as a Team

The Historic Hernando Preservation Society (HHPS) has assembled a team with a proven record of collaboration across preservation, planning, archaeology, and public-education initiatives throughout Hernando County and the surrounding region. While this will be the first formal project uniting all team members under HHPS leadership, many have previously partnered on interrelated efforts that directly support the goals of Chinsegut Hill Sanctuary.

HHPS board members and local partners have coordinated interpretation and programming at Chinsegut Hill and have long-standing relationships with the Florida Trust for Historic Preservation through advocacy, training, and statewide preservation initiatives. Gulf Archaeology Research Institute (Gary Ellis) has collaborated with HHPS affiliates through archaeological investigations at Chinsegut Hill, and Jo-Anne Peck, Barry Meindl, and Natalie Kahler have worked together on heritage-based and Brooksville Main Street projects.

Christine Dalton (Dalton Studio) and Barry Meindl (Roots Creative Co.) previously collaborated on a Florida Division of Historical Resources Small Matching Grant project for the City of Brooksville that received the Distinctive Preservation Action Award at the 40th Annual Secretary of State Florida Main Street Awards. The project brought statewide recognition to Brooksville and demonstrated the team's ability to deliver high-quality, compliant, and visually cohesive preservation work. Their established working relationship and shared understanding of Florida's preservation-grant and review processes provide a strong foundation for coordinated project delivery.

Through these overlapping professional networks, the HHPS team brings shared experience grounded in community planning, historic preservation, and public engagement. This existing collaboration and regional familiarity will support efficient coordination, consistent communication, and successful implementation of management and preservation objectives for Chinsegut Hill Sanctuary.





1.10 Key Staff Involvement and On-Site Presence

HHPS will ensure consistent, on-site management to maintain daily operations and public access. The organization will restore practices that have lapsed since 2019, including maintaining a regular staff presence whenever guests are onsite and providing daily community access to the grounds.

Team members will coordinate:

- Hosting regularly scheduled events that educate and engage the public.
- Fostering public awareness and community use of the property.
- Routine mowing, trimming, and maintenance of the County-leased grounds.
- Tree trimming and care in accordance with arborist recommendations.
- Ongoing communication with the Florida Department of State, Division of Historical Resources, regarding archaeological monitoring and historic structure preservation.
- Partnerships with local and regional organizations (Hernando Historical Museum Association, Tampa Bay History Center, Dade Battlefield Society, Brooksville Woman's Club, Master Gardeners, Hernando Native Plant Society, Sons and Daughters of the American Revolution, Scouts, and school clubs).
- Hiring subcontractors as needed for specialized maintenance of outbuildings.
- Maintaining liability insurance and safety compliance.

Consultants will maintain scheduled on-site involvement:

- Preservation and Planning Team – Quarterly inspections and technical reviews.
- GARI – Field sessions and archaeological monitoring.
- Education Staff – Monthly public programming and volunteer coordination.

This structured presence ensures that the retreat and grounds remain open, safe, well-maintained, and fully integrated into the community year-round.



1.11 Time Commitment of Key Staff

Key personnel have dedicated time reserved for this contract. A staffing matrix will define estimated monthly hours for each role and designate alternates to ensure continuity.

1.12 Credentials, Qualifications, and Relevant Experience of Subconsultants

To complement the Historic Hernando Preservation Society's community leadership and on-site presence, HHPS is supported by a diverse team of preservation professionals, archaeologists, planners, educators, and community specialists. This multidisciplinary group provides the technical and professional expertise necessary to manage, interpret, and preserve Chinsegut Hill Sanctuary in accordance with preservation standards, archaeological protection requirements, and sustainable public-use goals. Each consultant contributes specialized knowledge or experience directly relevant to the property's operation, interpretation, and long-term stewardship. The subconsultant team includes:

Gary Ellis | Gulf Archaeology Research Institute (GARI)
Archaeology and Cultural Resource Management

Gary Ellis has served as the lead archaeologist for four digs at Chinsegut Hill (2014–present) and authored the Chinsegut Hill Archaeological and Historic Research Study. He was Indiana's first State Archaeologist (1977–1991), served as faculty at Indiana University and Purdue University, and held positions with the Indiana State Museum. His work includes Seminole War archaeology, battlefield research for the National Park Service, and leadership of the Gulf Archaeology Research Institute (1995–present). Gary holds a Bachelor of Arts in Anthropology and a Master's degree from the University of South Florida.

Chris Meindl | University of South Florida
Director of Florida Studies

Chris Meindl is a Geography and Florida Studies Professor at the University of South Florida and author of Florida Springs: *From Geography to Politics and Restoration*, which received both the Florida Book Awards Gold Medal for Florida Nonfiction and the American Association of Geographers Globe Book Award for Public Understanding of Geography. He has also authored works on cemeteries, rainfall, fishing, swamps, and the Everglades, and is a long-time academic lecturer on Florida history and geography. Chris holds a Ph.D. in Geography from the University of Florida.

Natalie Kahler | Kahler Consulting
Heritage Education and Interpretation

Natalie Kahler served as Chinsegut Hill Retreat Manager and Museum Curator (2015–2018). She is the author of three books on Chinsegut history and has lectured for the Chautauqua Institution on Elizabeth and Raymond Robins. Her experience includes work as a Roads Scholar lecturer, producer and host of The Elizabeth Robins Diary podcast, and event planning for Victorious Life Church, Chinsegut Hill, Brooksville Main Street, and the Brooksville Woman's Club. Natalie holds a Bachelor's degree in English and Communications from Grove City College.

Jo-Anne Peck | Historic Shed
Licensed Building Contractor and Preservation Consultant

Jo-Anne Peck is a licensed Florida Building Contractor and preservation consultant with more than 25 years of professional experience. She prepared the Chinsegut Hill Manor House Existing Conditions Report and served as the contractor responsible for the manor's structural repairs. Her experience includes conditions assessments, historic-resource surveys, master planning, Section 106 reviews, design guidelines, restoration planning, National Register nominations, and historic building relocation planning. Jo-Anne is also an experienced grant writer and served as Brooksville Main Street President and Board Member (2017–2023). Jo-Anne holds a Master's degree in Historic Preservation and a Bachelor of Science in Building Science.

Christine Dalton, AICP, CNU-A | Dalton Studio, LLC
Historic Preservation and Community Planning Consultant

Christine Dalton is a preservation consultant and community planner with 25 years of experience in historic preservation and community planning, with additional background in environmental planning. Her expertise includes historic building condition assessments, preservation planning, design-guideline development, historic resource surveys, and National Register nominations. She is a past Trustee of the Florida Trust for Historic Preservation and serves on the Board of the Victorian Society in America Summer Schools Alumni Association. Through her firm, Dalton Studio, Christine provides consulting services to municipalities and non-profit organizations across Florida. She also owns and operates a Superhost-designated short-term rental in a 75-year-old home, reflecting her commitment to stewardship and heritage tourism. Christine holds a Master of Arts in Historic Preservation from Goucher College, a Bachelor of Arts in Environmental and Growth Management Studies from Rollins College, and an Associate of Science in Architectural Design and Construction Technology from Seminole State College.

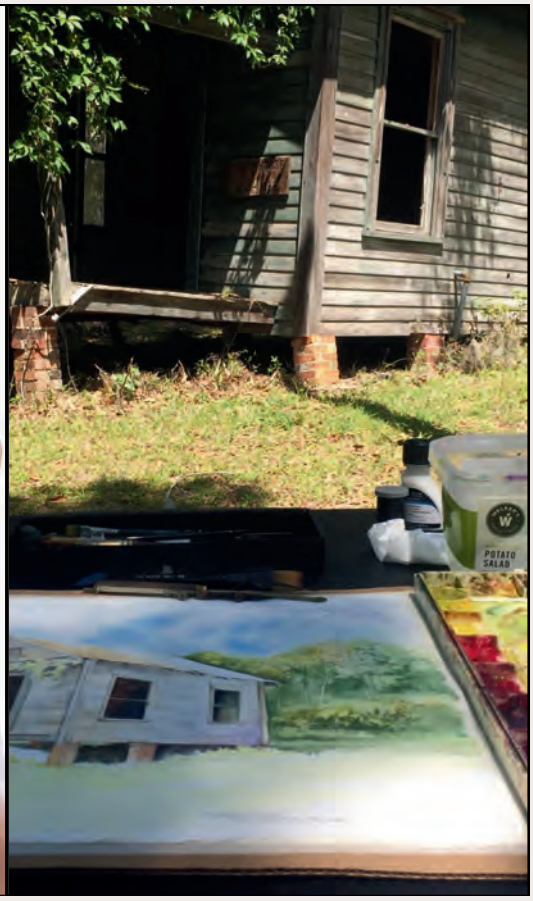
Barry Meindl | Root Creative Co. Lead Designer
Graphic Design and Visual Communications

Barry Meindl is the founder and owner of DaBarr Design, a creative studio specializing in graphic design, branding, and visual communication for community and preservation organizations. His work has received multiple Florida Secretary of State Awards for design excellence (2023 and 2025). Barry serves on the Crystal River Main Street Board of Directors (2024–present) and previously co-chaired the Brooksville Main Street Design Committee (2020–2023). He is also Lead Designer for Roots Creative Co. and Map to Main, and serves as Chair of the Brooksville Housing Authority Board of Directors (2018–present). Barry's design expertise supports heritage branding, marketing, and public engagement for Chinsegut Hill and related HHPS initiatives.

Allisa Babor | Roots Creative Co. Owner
Marketing

Allisa founded Roots Creative Co. in 2016 in Brooksville, Florida. Over the years, she has worked with a range of inspiring people and collaborators across the country to bring various visions and brands to fruition.

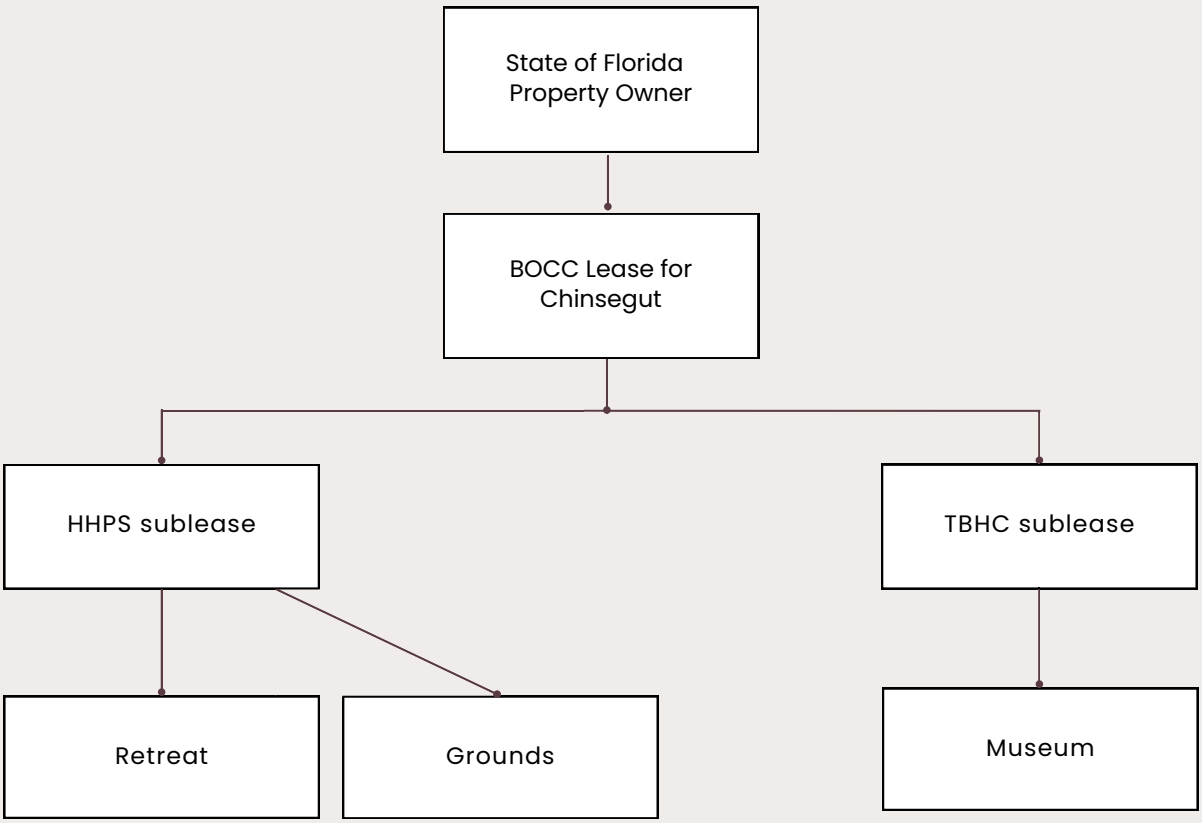




1.13 Financial Condition and Stability of the Vendor/Contractor

HHPS is a registered 501(c)(3) in good standing with Board-approved budgets, monthly account reviews, and annual independent audits. The Society has successfully managed grants and public funds without adverse findings. Consulting partners are financially stable Florida-registered entities with appropriate insurance and proven fiscal responsibility, providing a transparent, accountable management structure.

1.14 Lines of Authority and Coordination



Note

HHPS respectfully requests the County maintains their sublease with TBHC for the museum.

Section 2.0 . Methodology, Technical Ability, & Approach

(Maximum 30 Pages I 25 Points)

Chinsegut Hill is arguably Hernando County's most important historical asset. As a community gathering space for over 150 years, the land and the people who lived ond worked on it are compelling to both local residents and visitors.



2.1 Approach to Meeting County's Stated Needs

HHPS is committed to accomplishing the needs and requirements as noted in Hernando County's RFP.

Goal 1:	Open the grounds seven days a week
Goal 2:	Reduce taxpayer maintenance burden
Goal 3:	Develop historically appropriate Master Site Plan
Goal 4:	Increase public programming

Goal 1 Breakdown: Open the grounds seven days a week

The grounds are currently open on Saturday and Sunday for tours hosted by the Tampa Bay History Center. Although city and county staff are there at other times, there is no public posting or consistency in those hours. HHPS would open the grounds daily to the public.

Start Date: 01/01/2026

Steps To Make Goal 1 Happen

1. Coordinate volunteer schedule of HHPS members to be onsite during public hours.
2. Produce signage, website & marketing materials announcing hours.
3. Set up office area for volunteer to work in.
4. Create volunteer job description.

Things To Think About

Tampa Bay History Center has created signage around the Manor House that allows for a self-guided history tour of the grounds.

Several trails have existed over the years of the woods to the north and east of the manor house and would be cleaned up and have directional signage installed.



Goal 2 Breakdown: Reduce taxpayer maintenance burden

HHPS will analyze current duties of county and other government agencies and create a plan to replace appropriate duties with qualified volunteers.

Start Date: 01/01/2026

Steps To Make Goal 2 Happen:

1. Create a list of current services provided by County, City, and other government agencies.
2. Solicit qualified replacements for in-kind donations of services to HHPS.
3. Create a budget for expenses that cannot be provided as in-kind (like electricity, water tower).





Things To Think About

Services will be divided between one-time improvements and ongoing expenses.

Partners will commit to a certain commitment length, giving HHPS time to solicit future partners or renew current partners.

Goal 3 Breakdown: Develop historically appropriate Master Site Plan

After development of the Master Site Plan, appropriate improvements will also be made. More archeological digs are needed onsite as well as promoting the unique history of Chinsegut. HHPS will apply for State grants for funding.

Start Date: 2026

Steps To Make Goal 3 Happen

1. Work with County and stakeholders to create a Master Site Plan
2. Work with legislative delegation for a 2026 appropriation
3. Submit plan for approval to Department of State, Division of Historical Resources
4. Apply in April 2026 for DOS Historic Resources Small Matching grant and DOS Arts & Culture Museum grant for 2027



Things To Think About

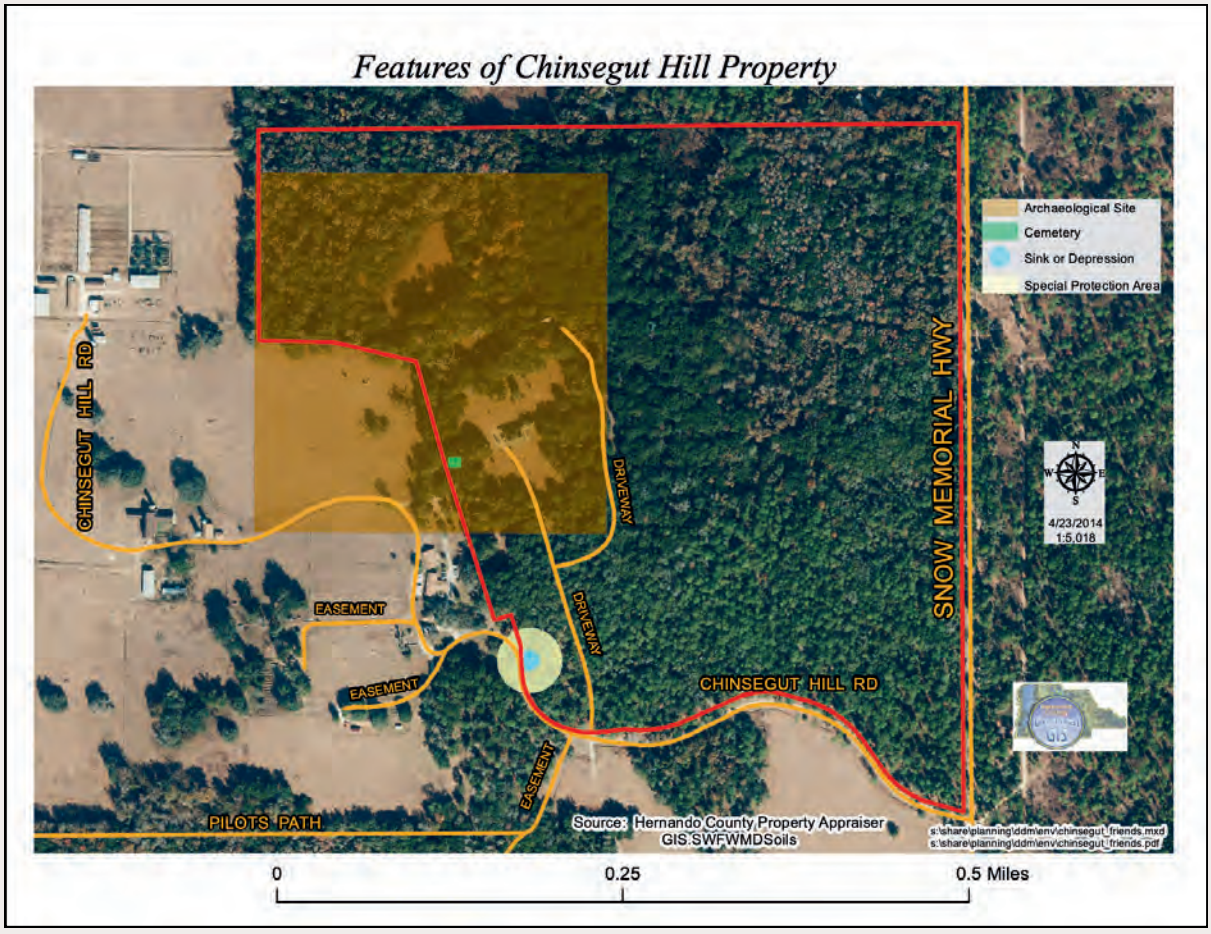
The 2026 Department of State grant cycle will conclude prior to the start of HHPS's work at Chinsegut. To bridge this funding gap, application for a one-year appropriation— as suggested by Agriculture Commissioner Wilton Simpson to Chairman Hawkins—could provide the necessary support.

Stakeholder meetings to create the Master Site Plan would be held on Chinsegut grounds. As a 501c3, HHPS is eligible to apply for these and other grants.

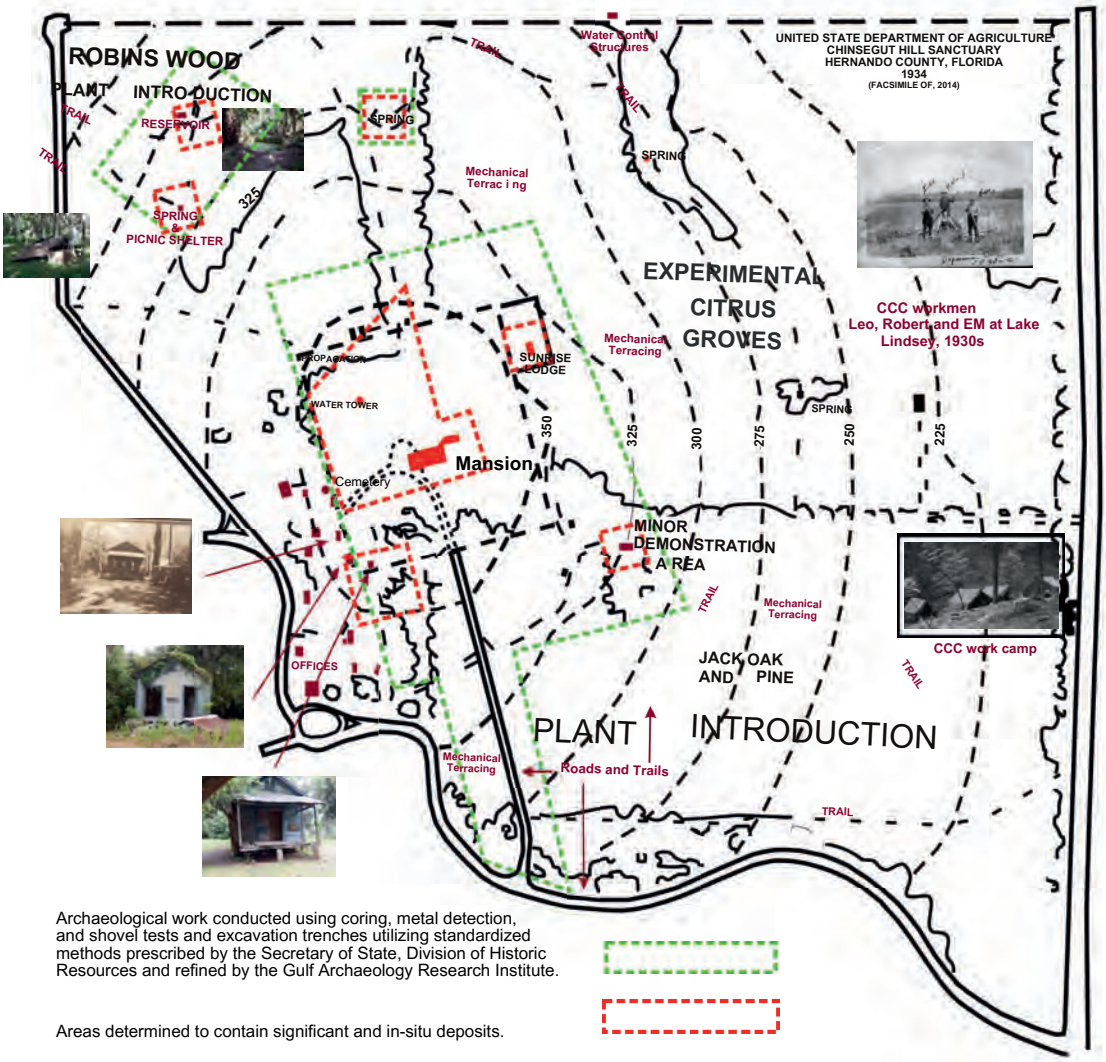
Master Site Historic Area Boundaries & Recommendations

This map of the designated archeological area is from page 11 of Hernando County's "Chinsegut Hill Management Plan FY 15 Final Version 05 28 2015." The Master Site Plan would take into consideration these boundaries and the recommedations of GARI Archeology.

It is imperative all improvements are approved by the Department of State Division of Historical Resources and have been deemed approproate for an historic site. HHPS will not make any changes to the property without necessary approvals.



Raymond Robins and CCC Related Areas of Potential Effect (APE)



The Great Depression of 1929 brought great economic distress to the nation, much of which translated into massive unemployment. The new Roosevelt administration responded with the Emergency Relief Act of 1932 and the creation of the Civil Works Administration (CWA), the redecessor of the Civilian Conservation Corps (CCC). The mission of the newly formed CWA was to put to work large numbers of workers on public relief projects. Rather than public handouts disenfranchised workers could be put to work on public works projects. Raymond Robbins saw the opportunity to do just that and in 1934 after having donated his land to the Federal Government, Camp A-1 opened at Chinsegut Hill. When the CWA was liquidated in March 1934 the Works Progress Administration (WPA) occupied Chinsegut Hill with the newly formed CCC Battalion #5468. During their tenue at Chinsegut Hill the CWA and CCC workers built new entrance and service roads, trails, water ad soil conservation structures, as well as picnic and workers service quarters and offices. The mechanical movement of soils around the hill was designed to facilitate modern agriculture by gradual terracing of slopes creating water conveyances to reduce erosion. The remains of their efforts survive to this day and many are recognizable from the existing trail system.

Figure 1. The location of significant and potentially significant post-plantation, Robins family, and CCC related cultural resources on Chinsegut Hill.

Goal 4 Breakdown: Increase public programming

Many community organizations have missions that overlap with Chinsegut. Groups such as Native Plant Society, Audubon Society, Arts Council, the Ederington Foundation, Hernando Historic Museum Association, Friends of the Library, and Sons and Daughters of the American Revolution would make fitting partnerships at the Hill.

Start Date: 01/01/2026

Steps To Make Goal 4 Happen

1. Host meetings with potential partners
2. Determine appropriate programming/projects for each group
3. Create schedule
4. Produce marketing materials to promote schedule

Things To Think About

Partners may provide either programming, grounds or maintenance support, or one-time projects. HHPS will create a schedule of events and include as many other partners as possible in order to cross-promote, raise awareness for Chinsegut. Partnerships may also include cash or in-kind tax deductible contributions.





2.2 Value Engineering/Cost Control

Purpose

To ensure the efficient use of public funds and preservation resources, HHPS shall implement a proactive value engineering and cost control strategy that balances fiscal responsibility with the long-term stewardship of Chinsegut Hill.

1. Value Engineering Principles

- HHPS shall identify and propose cost-effective alternatives to materials, methods, or systems that maintain or enhance historic integrity.
- All proposed substitutions must be reviewed and approved by Hernando County and, where applicable, preservation authorities.
- HHPS shall prioritize durable, low-maintenance solutions that reduce long-term operational costs without compromising historical character.

2. Budget Management

- HHPS shall maintain a detailed operating budget with line-item tracking for maintenance, programming, staffing, and capital improvements.

3. Procurement and Vendor Controls

- Preference shall be given to local vendors and suppliers when cost-neutral and consistent with preservation standards.

4. Cost-Saving Initiatives

- HHPS shall identify and pursue grant opportunities, sponsorships, and partnerships to offset operational costs.
- Energy efficiency upgrades, waste reduction programs, and volunteer engagement shall be incorporated where feasible.



2.3 Quality Control Methodology

Purpose

To ensure the preservation, maintenance, and public engagement of Chinsegut Hill as a historic and cultural landmark, HHPS must implement a robust quality control methodology that aligns with county expectations and historic preservation standards.

1. Preservation Standards and Compliance
   - HHPS shall adhere to the Secretary of the Interior's Standards for the Treatment of Historic Properties and all applicable Florida statutes, including Chapter 267, Florida Statutes.
   - All work must be reviewed and approved by the Florida Division of Historical Resources Compliance Division.
   - HHPS shall maintain documentation of compliance with any grant conditions or preservation easements.
2. Scope of Services Oversight
   - HHPS shall maintain a log of maintenance activities, restoration efforts, and visitor services.
   - All restoration work must be documented with before-and-after photographs and written reports.
   - HHPS shall implement a preventive maintenance schedule for all structures and grounds.
3. Staffing and Training
   - All staff must receive training in historic property care, cultural sensitivity, and emergency preparedness.
   - HHPS shall maintain a current roster of staff certifications and training records.
   - Staff must be familiar with Chinsegut Hill's historical significance and interpretive programming.
4. Performance Monitoring
   - HHPS shall submit quarterly performance reports detailing operations, challenges, and visitor feedback.
   - Hernando County will conduct monthly inspections to verify compliance and quality of work.
   - An annual performance review will be conducted jointly with county staff and community stakeholders.
5. Risk Management
   - HHPS shall maintain an emergency response plan for hurricanes, fire, and other natural disasters.
   - Insurance coverage must include liability and property protection specific to historic assets.
   - Any deficiencies or non-compliance shall trigger a Corrective Action Plan to be submitted within 15 days of notice.

6. Community Engagement and Transparency

- HHPS shall host biannual public forums to gather community input and share updates.
- Visitor satisfaction surveys shall be conducted quarterly and results shared with the County.
- Key performance indicators shall be posted on the County's procurement portal for public transparency.

2.4 Schedule Maintenance Methodology

State and local inspections will occur per the required schedule. Cottages, dining hall, and classroom will be cleaned upon each usage. Public bathrooms will be cleaned on a daily basis.

HHPS will continue to create a list of current or upcoming routine and repair maintenance and build a schedule of when they need to occur and of the associated costs.

HHPS will also request access to the maintenance recommendations created by the County Facilities department.

Cottage renovation costs will be built into the cottage sponsorship program and will be completed around existing bookings.



2.5 How HHPS will meet all Goals

HHPS would sublease the grounds and retreat center from Hernando County BOCC. The grounds would be open daily for free public use and the cottages, classroom, and dining hall would be availble for rent.



Offering 1	Rentals for cottages, dining hall, and classroom
Offering 2	Educational programming
Offering 3	Onsite staff





Offering 1: Rentals for cottages, dining hall, grounds, and classroom

HHPS will continue the retreat center bookings as well as manage new rentals.

- HHPS will determine rental rates with county approval.
- HHPS will provide retreat center housekeeping.
- HHPS will work with County Tourism and VISIT FLORIDA to recruit renters.
- HHPS will promote local attractions and businesses to renters.
- HHPS will work with marketing professionals to spread awareness of the site.





Offering 2: educational programming

HHPS will work with the Tampa Bay History Center, the Chinsegut Conservation Center, and other local organizations to increase programming opportunities.

- Past successful programming will be reconsidered, such as:
  - Lunch and Learn
  - Porch concerts
  - Trail and birding enthusiast events
- New programming will be considered based on interest of stakeholders, such as:
  - Living history programs
  - Workshops, children's events, themed summer camps
  - Period-appropriate recreation
- Programming will be offered on a monthly basis and promoted at least 60 days in advance.



PROPOSED ARCHAEOLOGICAL FIELD SCHOOL AT CHINSEGUT HILL

GARI Archaeology Field Schools integrate both paid and unpaid/volunteer labor in a learning environment that provides a first-class field experience that includes field work, remote sensing work, laboratory and material processing, and inventory and analysis under the tutelage of professional archaeologists. Partnering with the TBHC and HHPS would be important.

The field school would run for 3 consecutive weeks within a specific area at Chinsegut Hill to meet specific research objectives. The field school operations would not interfere with the normal operation of the historic site or surrounding park. Paid participants could stay in the cabins as part of a package deal, the cost of which would be built into the tuition, or commute on a daily basis. HSSP members and Chinsegut Hill staff can work in this program at no charge thus building their knowledge base and contributing to the interpretation of the Chinsegut Hill resource base.

Enrolled participants would experience a college/university level field school that includes the major steps used to train archaeologists world-wide. By completing all of the steps, the students come to understand how archaeology is done, artifact identification, processing and even conservation measures. They would also participate in the inventory of materials that will eventually become part of the site's interpretive fabric. The experience is immersive and somewhat intense as the students literally do what learning professionals do to locate, identify, and evaluate archaeological deposits.

Non-paying volunteers can have a similar experience as they work on their own time under professional guidance. The volunteers may choose what tasks interest them the most or those tasks the on-site professionals feel need the most attention or learning opportunities.

Tuition rates will be determined collaboratively by the participating partners. A designated percentage of the tuition will support professional services and contribute to site development and operational costs. For package arrangements that include lodging, the lodging portion of the tuition will be allocated directly to the designated cabin management company or entity responsible for accommodations.

Operating a field school at Chinsegut Hill would provide a unique experience for students and visitors alike. The revenue generated could be utilized for site development and interpretive purposes. The field school could be set up to specifically generate funding for on-site programming (interpretive and educational), events, acquisition of equipment, computers, printers, interpretive furniture, brochures, or to even pay speaker's fees for other historians or scientists for public programs. An on-going field school also provides an advertised draw for visitors and demonstrates the site is far from a passive historical icon, but a vibrant site that is committed to bringing more information for public education and enjoyment.

Gary D. Ellis, Director Emeritus
Gulf Archaeology Research Institute



Offering 3: onsite staff

HHPS will recruit and retain an onsite manager to provide other services tailored to the employee's skill set.

- Onsite manager will ensure grounds are never left unattended
- Onsite manager will create an additional layer of hospitality and service for retreat guests







2.6 How HHPS will meet Techical Requirements

Facility Management & Preservation

HHPS specializes in managing historic properties with a focus on preservation and public engagement. For Chinsegut Hill:

- We will maintain all buildings, grounds, and infrastructure to meet safety, accessibility, and aesthetic standards.
- Our team includes licensed contractors and preservation specialists to ensure compliance with historic preservation guidelines.
- Routine inspections and preventative maintenance schedules will be implemented to protect the integrity of the site.

Reservation & Event Coordination

HHPS will use a proven system for managing reservations and events at historic venues:

- We will operate a user-friendly online booking platform integrated with calendar and payment systems.
- Our staff will coordinate weddings, retreats, reunions, and public programs with professionalism and cultural sensitivity.
- We will ensure seamless communication with guests and vendors to uphold the reputation of Chinsegut Hill.

Staffing & Operations

HHPS will provide qualified personnel to oversee daily operations:

- A full-time on-site property manager will handle logistics, vendor coordination, and guest services.
- Additional staff will be trained in hospitality, historic interpretation, and emergency response.
- We will maintain clear operational protocols and reporting structures to ensure accountability.





Facility Management & Preservation Public Engagement & Programming

As part of our stewardship model, HHPS will:

- Develop educational programs, guided tours, and community events that highlight the history and ecology of Chinsegut Hill.
- Partner with local schools, nonprofits, and cultural organizations to expand outreach.
- Promote the site through digital marketing, social media, and regional tourism networks.

Financial Management & Reporting

HHPS will ensure transparent and responsible financial practices:

- We will manage budgets, revenue, and expenses using accounting software tailored for nonprofit and public-private partnerships.
- We will pursue grants and sponsorships to enhance programming and infrastructure.

Risk Management & Compliance

HHPS is committed to safety and legal compliance:

- We will maintain liability insurance and ensure all staff are trained in emergency procedures.
- We will adhere to county, state, and federal regulations governing historic sites and public accommodations.



Initial Marketing Plan

The following are the commitments the HHPS team has already secured. Additional marketing will be undertaken once the lease is determined.

Method	Description	HHPS funds	Partner Donation	Total Value
NatureCoaster.com	Monthly feature article and ad	$1000	$1000	$2000
Visit Florida	postcard campaign	$2500	$2500	$5000
WEDU	feature story	$0	$2000	$2000
Hernando Sun	programming ads	$500		$500
ER Diary Podcast	ad in each podcast episode	$0	$1000	$1000
YouTube	short historical narrratives	$0	$3000	$3000
WWJB	event public service announcements	$200	$200	$400
Roots Creative Co.	six month marketing plan	$0	$750	$750



Prior marketing postcard campaign

The Numbers

Chinsegut Retreat booking statistics have been skewed since 2020 due to the pandemic, followed by months at a time in which the retreat was closed in between subleases or due to hurricanes.

HHPS has chosen to base numbers, therefore, during the Friends of Chinsegut lease period, from 2015-2018 in which the retreat was open year-round.

✦

Key Retreat **Monthly** Statistics used in HHPS business plan

25%	$14K	$11K
Cottage Capacity	Cottage Revenue	Cottage Expenses
$13K	$5K	$2K
Programming Revenue	Landscaping Expense	Dining Hall/Classroom/ Grounds



HHPS SWOT Analysis of Chinsegut Hill Santuary

Strengths	• Natural beauty • Compelling History • Community meeting space • Resource for community • Existing infrastructure • Existing recreational amenity	
Weaknesses	• Expensive building maintenance • Lack of community awareness of site • Organization of parking • No established donors • Age of cottage roofs	
Opportunities	• Trails • CCC cabins • Archeological digs • Daily access for public • Hub for nonprofits • Educational programming	
Threats	• Delayed maintenance • Decay of CCC structures • Uncertainty of County maintaining lease with State • Interest by private business in management • Loss of community access to property	

2.7 HHPS Response to Hernando County's Responsibility Matrix

EXHIBIT D

Matrix of Responsibility

Item	Responsible Party: County	Property Manager	TBHC
Electricity Manor House, Maint Shed, Water Plant	■		
Electricity Dining Hall		■	
Electricity Classroom		■	
Electricity Cottages		■	
Electricity Caretaker House		■	
Mowing Grounds		■	
Automatic Entrance Gate	■		
Lawn Trim Work			■
Internet Access	■		
Phone Service			■
Kitchen Cleaning		■	
Kitchen Equipment Replacement (Over $200.00)		■	
Kitchen Equipment Replacement (Under $200.00)		■	
Water Plant Maintenance	■		
Pest Control (Retreat Areas)		■	
Pest Control (Manor House)	■		
A/C Maintenance Repair Manor House	■		
A/C Maint. Repair Cottages, Dining Hall, Classroom, Caretakers		■	
Equipment Used in retreat center operations		■	
Fire Alarm Maintenance, Phone Lines for Fire Alarm	■		
Roof Repair/ Maintenance Manor House	■		
Roof Repair/ Maint Cottages, Dining Hall, Classroom, Caretakers		■	
General Maintenance Manor House	■		
General Maint Cottages, Dining Hall, Classroom, Caretakers		■	
Cleaning of Cottages/ Bed Sheets		■	
Cleaning of Manor House			■
Cleaning of Dining Hall/ Classroom/ Caretaker		■	
Advertising for Events/ Tours		■	
Security of Site	■	■	■
Inventory and Preservation of Articles in Manor House			■
Educational Signs for Manor House			■
Invasive Plant Management (including signage)	■		
Fallen Tree Removal (Manor House)	■		
Fallen Tree Removal (Retreat Area)		■	
Plumbing Manor House	■		
Plumbing Cottages, Dining Hall, Classroom, Caretakers		■	
Insurance for Manor House	■		
Driveway/Road Maintenance	■		
Trash Removal		■	

County= Hernando County Board of County Commissioners
Property Manager = (Awarded Firm)
TBHC = Tampa Bay History Center

Section 3.0 . Relevant Experience
(Maximum 20 Pages I 20 Points)

3.1 Experience of Key Staff & Firm with Projects of Similar Scope and Complexity

All but two members of the eighteen members of the HHPS proposal team have volunteered at Chinsegut in every imaginable way. Members like Jan Knowles, Deb Charlow, and Natalie Kahler who volunteered there on a daily basis with the Friends. Jo-Anne Peck, Gary Ellis, and Ross Lamoreaux have worked on the property on a professional basis.

The HHPS team is intimately aware of the needs of the property and are ready to get it open and functional on Day One. They understand the necessity of managing private retreats at the same time as public access to the property. They also grasp the need to continue Chinsegut's original mission for public education by providing regular free opportunities.



3.2 Demonstrated Success on Past Projects of Similar Scope and Complexity

The following examples are grouped by topics relevant to the management of Chinsegut Hill. While not exhaustive of all the members' experience, it does provide a comprehensive overview.



Historic Preservation

50 years cumulative experience

Peck is a historic preservation consultant, designer and licensed contractor bringing hands-on restoration experience and a strong background in advising clients on historic property care. Dalton, a former board member of the Florida Trust for Historic Preservation, also contributes deep expertise in restoration and consultation. Both work closely with the Division of Historical Resources and have a thorough understanding of Florida's policies and preferences regarding historic preservation.



Event Management

123 years cumulative experience

Team members have organized large scale events like the Brooksville Raid and Brooksville Blueberry Festival, as well as tailored events like the Tampa Night at the Museum, Booksville Festival, Dade & May Stringer Haunted events, & the Crystal River Art Walk.



Marketing

45 years cumulative experience

Davis has a degree in Marketing and has utilized it in a plethora of ways. B. Meindl is a regional rising star in marketing and has clients as diverse as real estate, preservation, Main Street, and the beer industry. Peck is experienced in web design and maintenance.



Land Management

40 years cumulative experience

Jernigan and Morgan have both donated their arborist services to Chinsegut for decades. They are very familiar with both native and invasive species on the property.



Hospitality

14 years cumulative experience

Kahler's parents began operating a bed & breakfast in the National Register's Amos Kelly House when she was 14 years old. She worked daily in operations - cleaning, cooking, bookings, and renovations. She then served as Retreat Manager for the Friends of Chinsegut for three years and gained an understanding of the daily needs of this facility. Dalton owns and operates a short-term rental historic home and RV.



Facilities & Maintenance

30 years cumulative experience

R. Lamoreaux has worked in Facilities and Maintenance at the Tampa Bay History Center for over a decade. Peck was a contractor during the first portion of the Chinsegut Manor restoration. Davis has a long, illustrious career in metalwork and welding.



Construction

70 year cumulative experience

Davis, Dalton, and Peck have all owned and operated small businesses in the construction industry. They have practical experience in the nuts and bolts of successful building practices in Florida on both new construction and renovations.



Notes from the Museums: The Hidden Well

Print Media

30 years cumulative experience

Russo was a journalist for the Hernando Sun. Sheldon writes a weekly column for the Hernando Sun on Hernando history. Kahler began writing for newspapers in high school and also contributes to NatureCoaster.com and the Hernando Sun.



Retail Merchandise

115 years cumulative experience

Through their nonprofit work, Sheldon, Knowles, Lamoreaux, Kahler, B. Meindl, and Peck have designed and produced popular merchandise that draws attention to their group's mission.



Academic Research

160 years research & publication experience

Dr. Meindl's book on Florida Springs won a gold medal from the Florida Book Awards for Florida non-fiction. He speciializes in Florida Studies and Geography. Ellis has conducted research for the State on the Seminole Wars, seven forts, and six battlefields. He has already written hundreds of pages on Chinsegut based on his archeological digs. Knowles helped craft a 12 page downtown walking tour, and worked with Kahler and Peck in updating it to the web-based TourBVL. Mobley has caught her mother's passion for family history and curates History on Wheels. Sheldon writes new tour content for Museum docents. Kahler wrote the Friends Chinsegut script and R. Lamoreaux conducted research for the TBHC Chinsegut script. Dalton and Kahler researched the history of Crystal River, Brooksville and Clermont for State Surveys, work Dalton has also done for St. Cloud.



Living History

120 years cumulative experience

The Lamoreauxs, Knowles, Charlow, and Sheldon have each been participating in living history events for at least twenty years. Living History provides attendees the chance to see life through the eyes of those actually living in that period.



Small Business Owners

115 year of cumulative experience

Peck, Davis, Jernigan, Meindl, Morgan, and Dalton started and successfully ran small businesses in Florida. Whether in marketing or construction, all have learned to navigate customer service and perfect their product to benefit our community.



Nonprofit Leadership

67 leadership positions held

Team members serve or have served on the following boards: Florida Trust for Historic Preservation, Hernando Museum Assn., Brooksville Raid, Chamber of Commerce, Brooksville Main Street, Crystal River Main Street, Florida League of Cities, Native Plant Society, Dade Battlefield, Friends of Chinsegut Hill, Brooksville Woman's Club, Florida Downtown Assn., Crime Stoppers, Hernando Fairgrounds Assn., Brooksville Cemetery, Beautification, Good Neighbor Trail, Hernando Youth League, Brooksville Planning & Zoning, & Brooksville Parks & Rec. These deep connections allow for quick collaborations to be developed for Chinsegut efforts.



Sewists

44 years cumulative experience

R. Lamoreaux and Charlow are expert craftsmen in period clothing. The have made countless outfits for all periods involving Chinsegut history - even that of the Seminole Nation.



Education

380 years cumulative experience

Every member of the team has contributed to youth and adult education - from informal, hands-on events to academic lecture series. The team's wide variety of delivery styles and interests create an educational cornucopia. Russo, Ahrens, and Charlow have extensive experience working with children with special needs.



Fundraising

over $3,000,000 raised

The Lamoreauxes, Knowles, Ahrens, Peck, B. Meindl, Charles, Ellis, Sheldon, Dalton, and Kahler have decades of successful fundraising for a variety of organizations.



Grant Management

$4,000,000+ with 60 years of experience

Knowles, Peck, Kahler, and Dalton have successfully written and managed over 45 State and Federal grants.

3.3 Letters of Reference

Diamonds and Rust Vintage

October 10, 2025

To the Hernando Board of County Commissioners,

My family has lived for several generations in Hernando County and have owned a wide variety of businesses over the years. Today we own more than a handful of small businesses, including my newest venture, Diamonds and Rust Vintage Jewelry. We are committed to helping our county a great place to live and work as we highlight the best of our assets.

The Historic Hernando Preservation Society understands the importance of holding onto our unique identity and has shown their commitment through historic markers, local history education, and advocating for historic building protection. That makes them the natural fit for management at Chinsegut Hill.

As a retired art teacher and lover of beautiful things, I have often wished to see Chinsegut Hill shine as the gem it is. There have been glimmers of it over the last decade, but I believe this team will make it what we've all wanted it to be. I hope you will grant them the lease and help Chinsegut succeed.

Sincerely,

Kim D. Paff

Kim Paff
Diamonds and Rust Vintage Jewelry

To the Hernando Board of County Commissioners.

As a local leader and current chair of the Hernando County Fine Arts Council, I am excited to see the group Historic Hernando Preservation Society has assembled to apply for management of Chinsegut Hill. In my various roles, I've had the pleasure of working with or alongside several members of this team including Jan Knowles, Jo-Anne Peck, Natalie Kahler, Barry Meindl and Betsy Ahrens. All of them have brought an unmatched energy and creative vision to beloved programs including; the Mobile Mural program, which had a profound impact on our local arts community by bringing incredible artwork and people into our town; Art in the Park, Florida's longest-running art show; Brooksville Art Gallery receptions. They each have their own powerful strengths, their community spirit is contagious, and work together in ways that always get the best of the full team. They are truly willing to do whatever it takes to bring the community together and leave a positive impact.

I have always loved Chinsegut Hill and believe it holds a special place in our community. Under the right leadership, it can flourish as a beacon of historic and natural charm. Based on my personal experience with these individuals and the strength of the entire HHPS team, I can confidently say they are the perfect fit for what Chinsegut Hill needs.

I hope you will select their application and provide HHPS the opportunity to manage the property. Chinsegut Hill would be in extremely good hands.

Pedram Moghaddam
Chair, Hernando County Fine Arts Council

Pedram Moghaddam

To the Hernando Board of County Commissioners,

As a local business owner as well as the owner of the Brooksville Blueberry Festival, I am pleased to see the group assembled under Historic Hernando Preservation Society applying for management of Chinsegut Hill. For over a decade, I have worked with Jan Knowles, Jo-Anne Peck, Natalie Kahler, Barry Meindl, Mary Sheldon, and Betsy Ahrens on many different community projects.

They are a reliable, frugal, honest, generous, and talented bunch. In the years they assisted me with the Brooksville Blueberry Festival, we tripled our footprint and created State-wide buzz over the event.

They succeed because they are genuinely community-minded and are willing to do what it takes to bring a vision to fruition. I have watched Chinsegut management with interest over the years, and even took a tour of the property recently myself to try to better understand the dynamics and needs of the site.

When I look at those I've personally worked with on the team, as well as professionals like Gary Ellis, Christine Dalton, the Lamoreauxs, and my nearby business neighbor Doug Davis, I can't imagine a more perfect team to take the helm of this historic property.

I hope you will select their application and know that Chinsegut and Hernando County will be better for it.

John Lee

Coney Island Drive Inn

Brooksville Blueberry Festival

October 10, 2025

To the Hernando Board of County Commissioners,

As a brick and mortar business owner in downtown for over two decades, I have watched many revitalization efforts come and go. Some were led by people looking to boost their own business or popularity, some were organized by those with good hearts but a lack of organization skills, and some never got off the ground.

I was glad to see Historic Hernando Preservation Society step up to offer management of Chinsegut Hill because of the people involved in that group. Members of that team understand how to develop mission and vision and how to carry it out to reality. Jan Knowles, Mary Sheldon, Barry Meindl, Natalie Kahler, Betsy Ahrens, and Jo-Anne Peck all have proven records of success in economic development, community development, and event management. Other members of the team are long-time customers and friends. I was especially glad to see Lisa Mobley included in the team. Her mother, Mable, was a long-time customer at my shop and tirelessly devoted to telling the story of her community. It is good to know Lisa is continuing her mother's work and will be part of the HHPS team.

There are people that come through businesses like mine when they want something from me or because they're trying to project an image. That is not this team. They are genuine in their desire to help make our county succeed and I hope you will give them the chance to focus their efforts on Chinsegut.

Sincerely,

Bob Angier

Bob Angier
2024 Hernando County Tourism Ambassador of the Year
Easy Street Home Decor Owner

Easy Street Home Decor, 1138 West Jefferson Street, Brooksville, FL 34601

Section 4.0 . Pricing Proposal
(Maximum 5 Pages I 20 Points)

4.1 County Form "Chinsegut Pricing Proposal"

HHPS based income and expenses on the data from the Friends operations in FY 2017. This proposal returns much of the responsibility and expenses away from the county onto the proposer. Because of this, HHPS is requesting a lease rate of $1 per year.

The timing of the RPF will greatly hinder revenues in the first six months of the lease. Those months (November-April) are typically the highest revenue-generating months. Because bookings have been frozen during the RFP process, potential bookings for those months have been lost.

HHPS will work to recover those lost revenues through programming and fundraising. HHPS is committed to hitting the ground running to generate public access and programming.

Table I: Compensation Model

Instructions for Completing Table I: Select only one (1) proposed compensation model. Other can be used if those listed do not fit the proposed model. If other is selected, please provide a description in the "Structure" column.

Model Type	Structure	Preferred Compensation Model (check one)	Proposed Annual Rate
Flat Lease Fee	County receives fixed monthly/annual lease payment from operator	X	$1 - see section 4
Revenue Share	County receives [e.g., 10–20%] of gross rental revenue		
Hybrid Model	Fixed base fee + revenue share above threshold (e.g., 10-20% of any revenue above $10K /year)		
Other			

Table II: Proposed Rates for Faculty Use

Unit Type	Description	Unit	Rate	Notes
Room/Cabin				
Single Room	2 guests per room	Per Night	$95.00	
Single Cottage Rental	4 rooms with 2 guests per room	Per Night	$380.00	
Conference Room				
Conference Room Weekday		Hourly Rate	Not Offered	Daily Rate Only
Conference Room Weekday		Per Day	$150.00	
Conference Room Weekend		Per Day	$250.00	
Dinning Hall & Kitchen				
Dining Hall Weekday		Per Hour	Not Offered	Daily Rate Only
Dining Hall Weekday		Per Day	$250.00	
Dining Hall Weekend		Per Day	$350.00	
Dining Hall & Kitchen Weekday		Per Hour	Not Offered	Daily Rate Only
Dining Hall & Kitchen Weekday		Per Day	$350.00	
Dining Hall & Kitchen Weekend		Per Day	$450.00	
Grounds				
Front or back lawn		Per Day	$850.00	
Front and Back Lawn		Per Day	$1,600.00	
"I Do" Tree / Stairway		Per Day	$350.00	
Other Fees				
Replacement Key			$100.00	
Proposed Additional Services/Offerings (Add more lines if needed)				
			$	

Table III: Proposed Cost for Operations & Maintenance

Instructions for Completing Table III: Proposers can modify rows as appropriate but a "Operations and Maintenance" table with all listed columns and an "Annual Total" Row is required.

Category	Description	Unit	Rate	Annual Total	Notes	Proposed Payee (County or Proposer)
Facility Management Fee	Oversight of all daily operations, staffing, scheduling, and maintenance	Monthly flat fee	Pro-bono work by volunteers	0	Includes administrative oversight, scheduling, reporting, compliance	n/a
Maintenance & Utilities	General facility upkeep, cleaning, landscaping, utilities (water/electric)	Monthly estimate	varies greatly by month	$132,000.00	Includes janitorial & groundskeeping	proposer
Staffing Costs	Salaries for on-site staff (manager, maintenance, kitchen, cleaning, etc.)	Monthly	Pro-bono work by volunteers	0	List Personel (job titles, brief job description)	proposer
Booking & Reservation System	Software platform and admin support for group reservations	Annual software + admin	$5,000.00	$5,000.00	Includes marketing coordination and communications	proposer
Marketing & Outreach	Promotion of retreat center to increase bookings and county visibility	Monthly or % of revenue	varies by season	$15,000.00	Includes social media, website updates, brochures	proposer
Insurance & Compliance	Liability insurance, inspections, and regulatory compliance	Annual	$15,000.00	$15,000.00		Insurance: proposer liability & grounds; county manor house & regulatory
Capital Improvement Reserve	Set-aside for future repairs and upgrades	Monthly or % of revenue	$ 11,000 / 20 %	$26,400.00		
ANNUAL TOTAL				$		

4.2 Proposed Refurbishment or Restoration Plans, Execution Strategies, and Funding Sources

1. HHPS will allow businesses/individuals to “adopt” a cottage. Donors will be allowed to pick a theme from an approved list (based on Chinsegut people and interests). The donations will be used to make interior improvements and develop the theme. The donor will retain donor rights for a period determined by the length of the HHPS sublease with Hernando County.
2. HHPS will work with vendors such as Jessica Piermatteo and former Friends of Chinsegut President Lisa Callea to obtain appropriate furniture for the cottage living and dining rooms.

4.3 Proposed Grant Funding

1. HHPS will apply for Florida Department of State grants from Division of Historical Resources and Arts & Culture as well as USDA, National Endowment for the Humanities and Florida Humanities.
2. HHPS will seek both State and Federal appropriations with our legislators.

4.4 Cost Structure

1. A designated portion of the rental income will be allocated to a maintenance fund to support ongoing preservation, repairs, and site upkeep.
2. HHPS will apply for Florida Department of State grants from Division of Historical Resources and Arts & Culture as well as USDA, National Endowment for the Humanities and Florida Humanities.
3. HHPS will pursue business and family foundation support.
4. HHPS will seek both State and Federal appropriations with our legislators.



HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

10/11/25
(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No ☑ Yes ☐

Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?

No ☐ Yes ☑

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

amberlynnm@gmail.com
(Email address)

11471 Chalk Farm Rd Spring Hill, FL 34609
(Address)

Amber Lamoreaux
(Signature required)

352-568-5226
(Phone)

Amber Lamoreaux
(Print name)

(Fax)

President
(Print title)

45-1551222
(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	**Job Performed for Hernando County**	**Current Role with Business Entity**	**Date Left Hernando County**
Name:_____ **Sign:** _____ • **Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐** • **Involved with proposal development for this procurement? No ☐ Yes ☐**			
Name:_____ **Sign:** _____ • **Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐** • **Involved with proposal development for this procurement? No ☐ Yes ☐**			
Name:_____ **Sign:** _____ • **Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐** • **Involved with proposal development for this procurement? No ☐ Yes ☐**			

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	**Name and Relationship of Relative or Member of Household Employed at Hernando County**	**Role at Hernando County**	**Hernando County employee's Role with this Procurement**
Christine Russo	Christine Russo (Same)	Clerks office	board member

(Make copies of this form as needed to list additional employees.)

This document should be completed and returned with your submittal.

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Amber Lamoreaux and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Historic Hernando Preservation Society a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Amber Lamoreaux, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Historic Hernando Preservation Society
Name of Nongovernmental Entity

Amber Lamoreaux
Printed Name of Affiant

President
Title of Affiant

Amber Lamoreaux
Signature of Affiant

10/12/25
Date

NOTARY PUBLIC STATE OF FLORIDA
ELIZABETH ANN AHRENS
Commission # HH 657654
Expires July 27, 2029

Elizabeth Ahrens
Oct 12, 2025

From:	Colleen V. Conko
To:	Colleen V. Conko
Subject:	FW: Support for HHPS Lease to Protect Chinsegut Hill Public Access
Date:	Friday, January 23, 2026 11:24:01 AM

From: Lauren Thompson <lhagleythompson@gmail.com>
Sent: Thursday, January 22, 2026 11:06 PM
To: BOCC Citizens Comments <bocccitizenscomments@hernandocounty.us>
Cc: Ryan Amsler <ramsler@co.hernando.fl.us>; Brian Hawkins <BHawkins@co.hernando.fl.us>; John Allocco <JAllocco@co.hernando.fl.us>; Jerry Campbell <JerryC@co.hernando.fl.us>; Steve Champion <SChampion@co.hernando.fl.us>
Subject: Support for HHPS Lease to Protect Chinsegut Hill Public Access

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Hernando County Board of County Commissioners,

My name is Lauren Thompson, and I am a resident of Hernando County. I am writing to express my support for the proposed lease with the Historic Hernando Preservation Society (HHPS) regarding the management and stewardship of Chinsegut Hill.

I appreciate the efforts by HHPS to keep Chinsegut Hill open to the public, to preserve the historic integrity of the site, and to foster community partnerships for education, research, and cultural access. Ensuring that this property remains open and accessible to all residents and visitors is important to me and many others in our community.

I respectfully urge the Board to vote in favor of the HHPS lease on January 29th so that the Hill continues to be a resource for public enjoyment and historic preservation.

Thank you for your time and consideration.

Sincerely,

Lauren Thompson

Brooksville, Florida

TITLE

Change Order No. 3 to Purchase Order With Centrifuge-Systems, LLC, for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $90,000.00)

BRIEF OVERVIEW

On March 11, 2025, the BOCC approved award of Contract No. 25-SS0205/JC to Centrifuge-Systems, LLC a/k/a Centrisys for the Centrifuge Equipment Lease for $63,500.00.

The purchase order was originally issued for $63,500.00. Change Order No. 3 in the amount of $90,000.00, would increase the purchase order to $318,500.00.

Change Order No. 1 in the amount of $15,000.00 was approved by the Chief Procurement Officer on May 20, 2025, for additional funds to increase the purchase order to allow for 90-day lease.

Change Order No. 2 in the amount of $150,000.00 was Board approved on September 23, 2025, for additional funds to increase purchase order to allow for additional 5-month rental.

Hernando County Utilities Department has requested an increase for Purchase Order No. 25000616 for an additional 3-month rental of equipment to allow for Centrifuge #1 to be repaired.

FINANCIAL IMPACT

Funding in the amount of $90,000.00 is available in:

Expense:

Fund: 4111 - Hernando County Utilities, **Department: 07121** - HCUD Wastewater Operation, **Account: 5304401** - Rental/Lease-Equipment

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 3 in the amount of $90,000.00 to Centrisys Corporation to Purchase Order No. 25000616, bringing the total purchase order amount to $318,500.00.

REVIEW PROCESS

Katrina Tejera	Approved	12/31/2025 1:58 PM

Grace Sheppard	Approved	12/31/2025 3:02 PM
Brad Smith	Approved	12/31/2025 4:43 PM
Erin Dohren	Approved	01/05/2026 9:08 AM
Carla Rossiter-Smith	Approved	01/16/2026 12:25 PM
Pamela Hare	Approved	01/16/2026 2:50 PM
Melissa Tartaglia	Approved	01/16/2026 4:03 PM
Heidi Prouse	Approved	01/20/2026 11:43 AM
Toni Brady	Approved	01/21/2026 7:50 PM
Jeffrey Rogers	Approved	01/22/2026 7:17 AM
Colleen Conko	Approved	01/22/2026 8:00 AM

Board of County Commissioners

AGENDA ITEM

Meeting: 03/11/2025
Department: Procurement Department
Prepared By: Julie Crull
Initiator: Carla Rossiter-Smith
DOC ID: 15215
Legal Request Number: 2024-583-1
Bid/Contract Number: 25-TS0204/JC

TITLE

Award of Sole Source Contracts With Centrisys CNP Corporation a/k/a Centrifuge-Systems, LLC, d/b/a Centrisys for Centrifuge Equipment Repair for Utilities Department (Contract No. 25-TS0204/JC; Amount: $218,900.00); and Equipment Lease for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $63,500.00)

Award of Sole Source Contracts With Centrisys CNP Corporation a/k/a Centrifuge-Systems, LLC, d/b/a Centrisys for Centrifuge Equipment Repair for Utilities Department (Contract No. 25-TS0204/JC; Amount: $218,900.00); and Equipment Lease for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $63,500.00)

BRIEF OVERVIEW

The Centrifuge Equipment utilized at the Hernando County Utilities Department's Airport Water Reclamation Facility (WRF) is vital to the facilities' operation for the supply of water and is in need of repairs. All existing plant equipment is designed for use with Centrisys Centrifuges and the equipment would be taken out of service for the duration of the repairs. While this vital component is undergoing repairs, it would be necessary to lease centrifuge equipment to maintain the facility operation. The start date of the Lease Agreement would be contingent on Centrisys' scheduled service dates and the duration of the lease is estimated at ninety (90) days.

On January 22, 2025, a Sole/Single Source Notice of Intent to award for Term Single Source Contract No. 25-TS0204/JC to Centrisys CNP Corporation was posted per Procurement Policies and Procedures. The Procurement Department has received no communications regarding the Notice of Intent to Sole Source. The last day for receipt of information was February 12, 2025.

On January 22, 2025, a Sole/Single Source Notice of Intent to award for Term Single Source Contract No. 25-SS0205/JC to Centrifuge-Systems, LLC was posted per Procurement Policies and Procedures. The Procurement Department has received no communications regarding the Notice of Intent to Sole Source. The last day for receipt of information was February 12, 2025.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of $218,900 is available in:

Fund: 4121 - HCUD Renewal and Replacement, **Department: 07201** - Renewal and Replacement**, Account: 5304617** - Repair/Maint Sewer Plants and;

Funding in the amount of $63,500 is available in:

Fund: 4111 - Hernando County Utilities, **Department: 07121** - HCUD Wastewater Operation, **Account: 5304401** - Rental/Lease-Equipment.

LEGAL NOTE
In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION
It is recommended the Board approve and authorize the Chairman's signature on the attached Term Sole Source Contract No. 25-TS0204/JC to Centrisys CNP Corporation for Centrifuge Repairs in the amount of $218,900.

It is further recommended that the Board approve and authorize the Chairman's signature on the attached Centrisys Lease Agreement with Centrifuge-Systems, LLC (Contract No. 25-SS0205/JC, included as Attachment B to Contract No. 25-TS0204/JC) in the amount of $63,500 to be executed contingent upon scheduling of Centrifuge repair in accordance with Contract No. 25-TS0204/JC.

It is further recommended the Board authorize the Chief Procurement Officer to approve change orders for 25-TS0204/JC and 25-SS0205/JC as necessary and required up to the allowable budgeted amounts, and to renew the contract with the same terms and conditions.

REVIEW PROCESS

Ricky Leach	Approved	02/13/2025 9:53 AM
Katrina Tejera	Approved	02/17/2025 11:13 AM
Grace Sheppard	Approved	02/17/2025 11:22 AM
Gordon Onderdonk	Approved	02/18/2025 9:20 AM
Jodi Florio	Approved	02/19/2025 5:26 PM
Albert Bertram	Approved	02/19/2025 6:02 PM
Alisa Pike	Approved	02/24/2025 9:16 AM
Carla Rossiter-Smith	Approved	02/26/2025 11:58 AM
Pamela Hare	Approved	02/28/2025 12:37 PM
Michael Cowan	Approved	03/03/2025 12:42 PM
Heidi Kurppe	Approved	03/04/2025 11:11 AM
Jeffrey Rogers	Approved	03/05/2025 10:20 AM
Colleen Conko	Approved	03/05/2025 10:50 AM

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Jerry Campbell
AYES:	Hawkins, Campbell, Allocco and Amsler
ABSENT:	Champion

CENTRISYS EQUIPMENT LEASE



Actual equipment will vary depending on customer's needs and availability

THIS EQUIPMENT LEASE or PILOT TESTING AGREEMENT is made by and between:

Centrifuge-Systems, LLC
9586 58th Place
Kenosha, WI 53144
(hereinafter referred to as "Centrisys")
and
Hernando County

Board of County Commi[redacted]

Brooksville, FL 34604
(hereinafter referred to as "Customer")

SECTION 1 SCOPE OF SUPPLY

Equipment	Manufacturer	Model	Phase	Mount	Reference #
CS-35	Centrisys	21-4HC	2PHASE	SKID	11826

Replacement Value for insurance purposes $450,000

Equipment Includes

Feed Pump	☑ Yes	☐ No
Conveyor	☑ Yes	☐ No
Grinder	☐ Yes	☑ No
Power Cable	☐ Yes	☑ No
Polymer	☐ Yes	☑ No
Polymer System	☑ Yes	☐ No
Power Cable	☐ Yes	☑ No
Hoses and Fittings	☐ Yes	☑ No
*Trailer	☐ Yes	☑ No

Additional charges apply if centrifuge skid is to remain on trailer during rental period

Regular Trailer $1200/month ☐ Double Drop $2,500/month ☐

MODIFICATIONS

SECTION 2 SCOPE OF SERVICES - RENTAL

Commissioning: Set up assistance and process startup. ☑ Yes ☐ No
Approximately 3 days.

Decommissioning: Tear down, pack up and prepare for return shipping. ☑ Yes ☐ No
Approximately 2 days..

SCOPE OF SERVICES - PILOT TESTING

Commissioning: Set up assistance and process startup.
Approximately 1 day.
Decommissioning: Tear down, pack up and prepare for return shipping.
Approximately 1 day.
Analysis of samples.
Completion and submission of pilot test report

OTHER SERVICES

SECTION 3 TERMS AND PROVISIONS

1 Lease

Centrisys hereby leases to Customer, and Customer hereby leases from Centrisys the Equipment, as described above. The purpose of this Lease Agreement is to allow the Customer to operate and/or evaluate the performance and efficiency of the Equipment. "Exhibit A" is attached hereto and made a part of this Agreement.

2 Insurance

Customer shall procure and continuously maintain and pay for commercail general liability risk insurance during the contract term covering this Equipment against loss, theft or damage from associated with Customer's use, possesion of the Equipment and during transportation, naming Centrisys as loss payee, for not less than the replacement cost of the Equipment as set forth in Section 1, Scope of Supply, without consideration for depreciation. Further, Customer shall provide Certificates evidencing this insurance to Centrisys, prior to shipment of equipment.

3 Lease Term/Minimum Rental Period

The Lease term shall commence as of the day and time that the Equipment leaves the shipping dock of Centrisys and shall continue therafter until the Equipment is returned back to the shipping dock of Centrisys. The minimum rental period under this Lease is 30 days even if the equipment is returned back earlier. After the initial 30 days, rent will be charged on a 15 day (1/2 month) period until the Equipment is received back at Centrisys' shipping dock. (This minimum rental period does not apply for pilot tests.)

4 Rent and Security Deposit

Prior to shipment of the Centrisys rental equipment, both the security deposit and the first month's rent must be paid in full to Centrisys as specified in "Exhibit A," Both of these expense items will be invoiced to customer upon the execution of this agreement. Subsequent invoices shall be issued one month after the equipment is delivered to site and on a monthly basis thereafter, at the beginning of the rental month. Excluding the security deposit and first month's rent, all payments due "Net 30."

5 Transportation Charges

All freight charges from Centrisys' shipping dock to the Customer Site; and return from Customer Site to Centrisys' shipping dock shall be paid by the Customer, unless otherwise noted in Exhibit A.

6 Cancellation Fee

In the event the Customer terminates this agreement or refuses delivery after the unit has shipped, a cancellation fee of $1,000 will be charged to the Customer, plus any incurred shipping costs

9586 58th Place | Kenosha, WI 53144 USA | +1 (262) 654-6006 | info@centrisys-cnp.com | centrisys-cnp.com
CNP - a division of Centrisys Corporation | ISO 9001:2015

7 Taxes

Customer shall be responsible and pay for all applicable federal, state and local use, sales, property (ad valorem), excise and similar taxes or government charges relating to the Equipment or otherwise attributable to this Equipment Lease.

8 Technical Service

The services of our technician will be billed separately as outlined in "Exhibit A".
If technical services are declined, customer takes responsibility for proper commissioning and decommissioning.

9 Installation of the Equipment

Customer shall furnish, at its own expense, all provisions, material, labor and conditions required for the temporary installation of the Equipment, including suitable building enclosures, foundations and appurtenances necessary to provide a complete operating facility, if applicable.

10 Reconditioning Charges

All repairs necessary, beyond normal wear, will be at the current standard shop rate plus parts. The reconditioning charge only applies if the equipment is damaged due to abuse, negligence or other circumstances on the Customer's part and out of Centrisys' control.

11 Location of Equipment

Throughout the term of this Agreement, the Equipment shall be kept by the Customer at the Location specified in "Exhibit A" and shall not be moved without the prior written consent of Centrisys.

12 Payment of Invoices

Centrisys shall submit an invoice to the customer covering any reconditioning payment and/or services provided in connection with this Agreement. Such invoices shall become immediately due and payable upon receipt by the Customer.

13 Ancillary Equipment and Installation

Unless otherwise stated in "Section 1 Scope of Supply," the Customer shall be responsible for furnishing all required ancillary equipment including, but not limited to, pumps, wiring, interconnecting piping, cake conveying equipment, etc., required for operation of the Equipment. Centrisys shall not be responsible for furnishing any equipment or service except as specifically noted in this Agreement. The Customer shall be responsible for the integration of various components into the complete system and installation of same. The Customer further agrees to provide routine maintenance of the Equipment while in the Customer's possession and must operate and maintain the same in accordance with Centrisys' instructions.

14 Maintenance/Use

Customer shall maintain, service and keep in good repair the Equipment at its own expense, except for normal wear and tear or depreciation. Customer shall use the Equipment for its intended purpose in the regular course of business and operate the same with a competent and qualified operator within normal operating capacities and in compliance with all conditions and requirements of any insurance policies. If Equipment is operated without Centrisys personnel, customer shall be responsible for maintaining equipment to Centrisys guidelines.

15 Supplies/Utilities

Customer shall pay all charges for conditioning chemicals, water, steam, electricity, light, heat, power, telephone or other utility services furnished to or used on, or in connection with, the Equipment (including any charges for installation of such services) during the term of this contract. Centrisys may supply polymer or other chemicals for testing.

16 Ownership

Title to the described Equipment and all additions and accessories originating from Centrisys remain unqualified in Centrisys Corporation's name.

17 Modifications

Customer shall not make any modifications, alterations, or improvements to the Equipment without the prior written consent of Centrisys.

18 Safety Devices

Centrisys shall furnish safety devices normally associated with the Equipment. Any additional safety devices which may be required due to local government regulations, etc., shall be furnished and installed by the Customer.

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19 Accommodation by Customer

Customer agrees to provide reasonable access to Customer's site for customary mobile transport vehicles for delivery of the Equipment. Customer is responsible for offloading of Equipment immediately upon delivery, except where a Centrisys supplied trailer is included as specified under Section 1, Scope of Supply. Customer's failure to accommodate delivery of the Equipment could result in additional shipping charges.

20 Confidentiality

The Customer agrees not to divulge to third parties any pertinent details with respect to the test or the design of Equipment supplied under this agreement nor to provide third parties with actual access to the Equipment without the express written consent of Centrisys.

21 Cleaning/Packing/Return Shipment

Upon completion of the program and prior to return shipment, the Customer shall thoroughly clean the Equipment to the extent possible and prepare it for transport, unless it is agreed that a Centrisys technician is conducting the entire test, or a Centrisys technician has been requested for decommissioning.

22 Access to Equipment

Centrisys shall at all times have free access to the Equipment, as well as all records of Customer with respect to the Equipment, for the purpose of maintenance, inspection and observation or, to make alterations, repairs, improvements, or additions, or to determine the nature or extent of use of the Equipment.

23 Default

Customer's failure to pay rent and other amounts owing hereunder, within 5 days after their due date, or if Customer fails to observe or perform any other obligation of this Agreement, shall entitle Centrisys to any of the following remedies: (i) declare the entire amount of rent immediately due and payable without notice or demand; (ii) sue for recovery of rents and other payments; (iii) take possession of the Equipment, without notice or demand; (iv) terminate this Agreement; or (v) pursue any other remedy at law or in equity.

24 Entire Agreement, Governing Law, Binding Effect

This Agreement constitutes the complete understanding and agreement between Centrisys and the Customer and shall be construed and enforced in accordance with the laws of the State of Florida and the venue to Hernando County, FL. Further, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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25 **Indemnity**

To the fullest extent permitted by Florida Law, the Customer expressly agrees to indemnify, defend and hold Centrisys harmless from and against all claims (including claims by third parties) for loss, damage, injury and expense, including reasonable attorney fees and costs, arising out of, connected with, or resulting from Customer's direct or indirect use, selection, delivery, possession, operation and return of the Equipment supplied hereunder for the contract term, including incidental or consequential damages or from any other cause whatsoever. However,nothing contained herein shall constitute a waiver of County's sovereign immunity or of
26 the limitations set forth in Section 768.28, Florida Statutes.

Acceptance of Equipment/No Warranties

Customer has determined that the Equipment is suitable for the use intended, and Customer has inspected the Equipment and accepts the same in an "as is" condition as delivered. Centrisys has not made and makes no representations or warranties, whether expressed or implied as to the condition of the equipment, including its
27 merchantability, design, quality, workmanship, or fitness for any particular purpose.

Additional Customer Responsibilities

Customer acknowledges receipt of Skid Information Document detailing equipment size, weight, power, and water requirements. Proper offloading equipment is available on site and that equipment will be situated on level ground suitable to the size of the equipment.

Distance to the feed connection point, drain and electricity supply verified. Electrical hookup, hoses and connections verified and obtained

Consumables (grease and oil) necessary for extended operation of equipment, are to be furnished by the Customer at its cost.

centrisys cnp

EXHIBIT A
LEASE PAYMENT SCHEDULE
CONTRACT AND SIGNATURE

Weekly Testing Rate:		$	
Monthly Rental Rate:	**Due with signed agreement**	$	30,000.00
Security Deposit:	**Due with signed agreement**	$	15,000.00
Site Service Rate:	**Estimated Site Service Requirement per Section 2**		
Includes commissioning and decommissioning at $1700/day		$	8,500.00
Contract Term:			**Months**
Minimum rental of 30 days (not prorated)			
Contract Start Date:			
Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.			
Freight To and From Site (Estimated):		$	10,000
Availability: _____	**days after receipt of signed contract, security deposit and first month's rent**		
Payment Terms:	**Due upon receipt**		
F.O.B.:	**Centrisys Facility**		

Additional Comments:

Centrisys is able to offer a six week credit on rental costs due to previous rental unit being unavailable for a similar period of time.

Site Information

Name: Hernando County Utilities
Street Address: Hernando Airport Plant - 1400 Downwind Way
City, State Zip: Brooksville, FL 34604
Contact Name/Phone: Bruce Batten / 352-754-4490

We hereby accept, agree and comply with the terms and conditions set forth above.

3-11-2025

Customer Signature ***Date***

By: Brian Hawkins, Chairman, Hernando County Board of County Commissioners

Frank Barnes

Digitally signed by Frank Barnes
Date: 2025.02.28 11:37:03 -06'00'

Regional Sales Manager ***Centrisys Signature*** ***Date***

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25-SS0205/JC

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000616-1

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VENDOR
bfair@centrisys.us
20448 FAX: 262-654-6063
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA WI 53144

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 03/27/25	BUYER: MROSSET	REQ. NO.: RQ250444	REQ. DATE: 09/30/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CENTRIFUGE EQUIPMENT LEAS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance Hernando County Contract#25-TS0205/JC FY: 2025 with Vendor named: Centrisys CNP CORP, Dated: 03/11/25 -Doc ID#15215. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchases.		
			The County Contact Person is Bruce Batten P:352.754.4058 The Contractor Contact is Phone Number: (877) 339-5496 info@centrysiscnp.com & Ginger Welter -gwelter@centrisys.us		
			5/20/2025 - Change Order #1 - JAC		
			CONTRACT#: 25-TS0205/JC CONTRACT NAME: CENTRISYS CNP CORP GRANT GMS#: N/A CO#1: IS TO ADD TWO MONTHS TO THE LEASE, PER THE BOCC APPROVAL, THE LEASE ESTIMATE IS 90 DAYS BUT AMOUNT ENTERED ONLY INCLUDED 30 DAYS.		
			PO TO REMAIN OPEN THROUGH PROJECT COMPLETION.		

PER CONTRACT PG 10 4.1.B CONTRACT IS THRU COMPLETION. - ALN

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier Of Subrogation)	$ 2,000,000 Products-Comp. Ops Agg.
	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000616-1

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VENDOR
bfair@centrisys.us
20448 FAX: 262-654-6063
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA WI 53144

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 03/27/25	BUYER: MROSSET	REQ. NO.: RQ250444	REQ. DATE: 09/30/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CENTRIFUGE EQUIPMENT LEAS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			INCREASE LINE 1 $15,000.00 ´ NEW LINE TOTAL $45,000.00 OLD PO TOTAL $63,500.00 NEW PO TOTAL $78,500.00 DEPT 07121 ACCOUNT 5304401 LINE #1 $45,000.00		
01	45000.00	JOB	CENTRIFUGE EQUIPMENT LEASE-MONTHLY RENTAL	1.0000	45,000.00
02	1.00	EA	SECURITY DEPOSIT	15000.0000	15,000.00
03	5.00	EA	SITE SERVICE RATE-5 AT $1700 A DAY	1700.0000	8,500.00
			ESTIMATED SHIPPING:		10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	07121	5304401	45,000.00	
02	07121	5304401	15,000.00	
03	07121	5304401	8,500.00	
99	07121	5304401	10,000.00	

PAGE TOTAL	$	78,500.00
TOTAL	$	78,500.00

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APPROVED BY: Carla Rossi-Watts
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

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PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

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The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

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LEGALLY AUTHORIZED WORKFORCE

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INSURANCE

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	$ 500,000 policy limit
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(Additional Insured & Wavier Of Subrogation)	$ 2,000,000 Products-Comp. Ops Agg.
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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000616-1
CHANGE DATE: 05/20/25

Copy PDF

VENDOR
bfair@centrisys.us
20448 FAX: 262-654-6061
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA WI 53144

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 03/27/25	BUYER: MROSSET	REQ. NO.: RQ250444	REQ. DATE: 03/20/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			5/20/2025 - Change Order #1 - JAC CONTRACT#: 25-TS0205/JC CONTRACT NAME: CENTRISYS CNP CORP GRANT GMS#: N/A CO#1: IS TO ADD TWO MONTHS TO THE LEASE, PER THE BOCC APPROVAL, THE LEASE ESTIMATE IS 90 DAYS BUT AMOUNT ENTERED ONLY INCLUDED 30 DAYS. PO TO REMAIN OPEN THROUGH PROJECT COMPLETION. INCREASE LINE 1 $15,000.00 ´ NEW LINE TOTAL $45,000.00 OLD PO TOTAL $63,500.00 NEW PO TOTAL $78,500.00 DEPT 07121 ACCOUNT 5304401 LINE #1 $45,000.00		
01	15000.00	JOB	CENTRIFUGE EQUIPMENT LEASE-MONTHLY RENTAL	.0000	15,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07121 5304401	15,000.00	

PAGE TOTAL	$	15,000.00
TOTAL	$	15,000.00

PDF Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Watts
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Rev: 7

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: CENTRISYS CORPORATION

Change Order No. 1
Change Order Date: 05-19-2025
Contract No. 25000616
Contract Date:

Project Description:

EQUIPMENT LEASE-MONTHLY

The Project is Changed as Follows

Justification: CONTRACT#: 25-TS0205/JC CONTRACT NAME: CENTRISYS CNP CORP
GRANT GMS#: N/A
CO#1: IS TO ADD TWO MONTHS TO THE LEASE, PER THE BOCC APPROVAL, THE LEASE ESTIMATE IS 90 DAYS BUT AMOUNT ENTERED ONLY INCLUDED 30 DAYS.
PO TO REMAIN OPEN THROUGH PROJECT COMPLETION.
INCREASE LINE 1 $15,000.00 · NEW LINE TOTAL $45,000.00
OLD PO TOTAL $63,500.00 NEW PO TOTAL $78,500.00
DEPT 07121 ACCOUNT 5304401 LINE #1 $45,000.00

7121-5304401 1 45000.00

Total Addition/Deduction this Change Order:	15,000.00
The Original Contract Sum was	63,500.00
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	63,500.00
The Net Amount of this Change Order is:	15,000.00
The new Contract Sum including this Change Order will be	78,500.00
The Contract Time will be changed by this Change Order (Days):	
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:

CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA, WI 53144

Owner or Owner's Representative:

Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

Frank Barnes Digitally signed by Frank Barnes Date: 2025.05.19 13:30:56 -05'00'

Authorized Signature

Date: _____

Carla Rossi - Walker

Chief Procurement Office

Date: 5/20/25

Distribution:

Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

UTILITIES DEPARTMENT
WATER & WASTEWATER OPERATIONS

15400 WISCON ROAD • BROOKSVILLE, FLORIDA 34601
P 352.754.4490 • F 352.754.4167 • W www.HernandoCounty.us

MEMORANDUM

To: Hernando County Purchasing and Contracts Department

From: Bruce Batten, Chief Water and Wastewater Plant Operator

Date: May 20, 2025

Re: Centrisys 25-SS0205 Lease

The agenda item submitted to the Hernando County Board of County Commissioners, (BOCC), from Hernando County, was for an amount that only included one month's rent, although the verbiage of the proposed agenda item referenced that the repairs would take 90 days (3 months). As a result, the amount approved was $60,000 less than what was needed and originally intended. Centrisys is allowing a 6-week credit totaling $45,000 to be applied to the three (3) month rental period. As such, the increase needed nets out to $15,000.00

Should you require additional information, please contact me. Thank you.

Regards,

Bruce Batten
Chief Water and Wastewater Plant Operator
352.754.4058

Date: 5/16/2025
Topic: Change order Memo
Subject: Centrifuge 3 Repairs 25-SS0205 Lease

To Whom it May Concern,

Centrisys has supplied signed rental contract for mobile dewatering unit to be supplied for monthly rental to Hernando County Brooksvsille Florida location. As such, the signed terms of this contract are stated at 30k per month with a 15k security deposit and an 8,500-site service rate.

For clarity, the bulleted items below highlight in further detail the scope of our supply:

- The original Centrisys Lease agreement for Monthly Rental Rate of $30,000/month
- Total current county approved listed repair time 3 months at $90,000 (before DCI) disassemble, clean, and inspection) at Centrisys facility.
- Freight estimates to and from site $10,000
- Centrisys applying credit for 6 weeks totaling $45,000 to be applied to the (3) month rental period.
- Lease agreement total at 123,500

Description	Qty	Price	Total
Monthly Rental Rate	3	$30,000.00	$90,000.00
Security Deposit	1	$15,000.00	$15,000.00
Site Service Rate	1	$8,500.00	$8,500.00
Freight Estimate	1	$10,000.00	$10,000.00
Lease Agreement Total			**$123,500.00**
Less Original BOCC Approval-Only included 1 month of rental fees			$63,500.00
Shortfall on BOCC Approval for additional 2 months rental			**$60,000.00**
Less credit offering 6 weeks of rental			$45,000.00
Requested Change Order Amount to Original PO			**$15,000.00**

In Summary:
The agenda item submitted to the Hernando County Board of County Commissioners, (BOCC), from Hernando County, was for an amount that only included one month's rent, although the verbiage of the proposed agenda item referenced that the repairs would take 90 days (3 months). As a result, the amount approved was $60,000 less than what was needed and originally intended. Centrisys is allowing a 6-week credit totaling $45,000 to be applied to the three (3) month rental period. As such, the increase needed nets out to **$15,000.00**.

Board of County Commissioners

AGENDA ITEM

Meeting: 09/23/2025
Department: Procurement Department
Prepared By: Lindsey Brown
Initiator: Carla Rossiter-Smith
DOC ID: 16345
Legal Request Number:
Bid/Contract Number: 25-SS0205

TITLE
Change Order No. 2 to Purchase Order With Centrifuge-Systems, LLC, for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $150,000.00)

BRIEF OVERVIEW
On March 11, 2025, the BOCC approved award of Contract No. 25-SS0205/JC to Centrifuge-Systems, LLC a/k/a Centrisys for the Centrifuge Equipment Lease for $63,500.00.

The purchase order was originally issued for $63,500.00. Change order No. 2 in the amount of $150,000.00, would increase the Purchase Order to $228,500.00.

Change Order No. 1 in the amount of $15,000.00 was CPO approved on May 20, 2025, for additional funds to increase Purchase Order to allow for 90-day lease.

Hernando County Utilities Department has requested an increase for Purchase Order No. 25000616 for an additional 5-month rental of equipment to allow for Centrifuge #1 to be repaired. This request is contingent upon Board Approval of Item #16346, Centrifuge #1 repair.

FINANCIAL IMPACT
Funding is available in Fiscal Year 2026:

Fund: 4111 - Hernando County Utilities, **Department: 07121** - HCUD Wastewater Operation, **Account: 5304401** - Rental/Lease-Equipment

LEGAL NOTE
The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION
It is recommended the Board approve Change Order No. 2 in the amount of $150,000.00 to Centrisys Corporation for Purchase Order No. 25000616, bringing the total Purchase Order amount to $228,500.00.

REVIEW PROCESS

Fran Hallet	Approved	08/21/2025 8:22 AM
Katrina Tejera	Approved	08/21/2025 10:30 AM
Grace Sheppard	Approved	08/21/2025 10:52 AM
Gordon Onderdonk	Delegated	08/21/2025 12:58 PM
Ricky Leach	Approved	08/27/2025 12:56 PM
Gordon Onderdonk	Approved	08/28/2025 7:58 AM

Erin Dohren	Approved	08/29/2025 9:41 AM
Albert Bertram	Approved	09/05/2025 2:36 PM
Carla Rossiter-Smith	Approved	09/09/2025 5:16 AM
Pamela Hare	Approved	09/11/2025 4:32 PM
Melissa Tartaglia	Approved	09/12/2025 11:31 AM
Heidi Prouse	Approved	09/15/2025 9:28 AM
Toni Brady	Approved	09/17/2025 10:16 AM
Jeffrey Rogers	Approved	09/17/2025 9:11 PM
Colleen Conko	Approved	09/18/2025 8:01 AM

RESULT: **ADOPTED**
MOVER: John Allocco
SECONDER: Steve Champion
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000616-2

pdf Copy

VENDOR
bfair@centrisys.us
20448 FAX: 262-654-6063
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA WI 53144

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 03/27/25	BUYER: MROSSET	REQ. NO.: RQ250444	REQ. DATE: 09/30/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CENTRIFUGE EQUIPMENT LEAS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance Hernando County Contract#25-TS0205/JC
FY: 2025 with Vendor named: Centrisys CNP CORP, Dated: 03/11/25 -Doc ID#15215. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchases.

The County Contact Person is Bruce Batten
P:352.754.4058
The Contractor Contact is Phone Number: (877) 339-5496
info@centrysiscnp.com & Ginger Welter
-gwelter@centrisys.us

5/20/2025 - Change Order #1 - JAC

CONTRACT#: 25-TS0205/JC CONTRACT NAME: CENTRISYS CNP CORP
GRANT GMS#: N/A
CO#1: IS TO ADD TWO MONTHS TO THE LEASE, PER THE BOCC APPROVAL, THE LEASE ESTIMATE IS 90 DAYS BUT AMOUNT ENTERED ONLY INCLUDED 30 DAYS.

PO TO REMAIN OPEN THROUGH PROJECT COMPLETION.

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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HERNANDO COUNTY
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PURCHASE ORDER-CHANGE NO. 25000616-2

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			INCREASE LINE 1 $15,000.00 ´ NEW LINE TOTAL $45,000.00 OLD PO TOTAL $63,500.00 NEW PO TOTAL $78,500.00 DEPT 07121 ACCOUNT 5304401 LINE #1 $45,000.00		
			10/1/2025 - CHANGE ORDER NO. 2 - LB CONTRACT#: 25-SS0205/JC CONTRACT NAME: CENTRISYS CNP CORP GRANT GMS#: N/A CO#: 2 IS TO INCREASE QTY BY 150,000.00 ON LINE 1 FOR AN ADDITIONAL 5 MONTHS (TO 03/2026) OF CENTRIFUGE RENTAL WHILE CENTRIFUGE #1 IS BEING REPAIRED. BUDGETED IN FY26 INCREASE LINE 1 $150,000.00 ´ NEW LINE TOTAL $ 195,000.00 OLD PO TOTAL $78,500.00 NEW PO TOTAL $228,500.00 DEPT 07121 ACCOUNT 5304401 LINE#1 $150,000.00 7121-5304401 1 150000.00		
01	195000.00	JOB	CENTRIFUGE EQUIPMENT LEASE-MONTHLY RENTAL	1.0000	195,000.00
02	1.00	EA	SECURITY DEPOSIT	15000.0000	15,000.00
03	5.00	EA	SITE SERVICE RATE-5 AT $1700 A DAY	1700.0000	8,500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

pdf Copy

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000616-2

Copy pdf

VENDOR
bfair@centrisys.us
20448 FAX: 262-654-6063
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA WI 53144

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 03/27/25	BUYER: MROSSET	REQ. NO.: RQ250444	REQ. DATE: 09/30/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CENTRIFUGE EQUIPMENT LEAS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			ESTIMATED SHIPPING:		10,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07121 5304401	195,000.00	
02	07121 5304401	15,000.00	
03	07121 5304401	8,500.00	
99	07121 5304401	10,000.00	

PAGE TOTAL	$	228,500.00
TOTAL	$	228,500.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Slate
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

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Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
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(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000616-2
CHANGE DATE: 10/01/25

pdf Copy

VENDOR
bfair@centrisys.us
20448 FAX: 262-654-6063
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA WI 53144

SHIP TO
WASTEWATER OPERATIONS
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 03/27/25	BUYER: MROSSET	REQ. NO.: RQ250444	REQ. DATE: 03/20/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			10/1/2025 - CHANGE ORDER NO. 2 - LB CONTRACT#: 25-SS0205/JC CONTRACT NAME: CENTRISYS CNP CORP GRANT GMS#: N/A CO#: 2 IS TO INCREASE QTY BY 150,000.00 ON LINE 1 FOR AN ADDITIONAL 5 MONTHS (TO 03/2026) OF CENTRIFUGE RENTAL WHILE CENTRIFUGE #1 IS BEING REPAIRED. BUDGETED IN FY26 INCREASE LINE 1 $150,000.00 ´ NEW LINE TOTAL $ 195,000.00 OLD PO TOTAL $78,500.00 NEW PO TOTAL $228,500.00 DEPT 07121 ACCOUNT 5304401 LINE#1 $150,000.00 7121-5304401 1 150000.00		
01	*********	JOB	CENTRIFUGE EQUIPMENT LEASE-MONTHLY RENTAL	.0000	150,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07121 5304401	150,000.00	

PAGE TOTAL	$	150,000.00
TOTAL	$	150,000.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Slate
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners

Rev: 5

15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: CENTRISYS CORPORATION

Change Order No. 2
Contract No. 25000616

Change Order Date: 08-01-2025
Contract Date:

Project Description:

EQUIPMENT LEASE-MONTHLY

The Project is Changed as Follows

Justification: CONTRACT#: 25-TS0205/JC CONTRACT NAME: CENTRISYS CNP CORP
GRANT GMS#: N/A
CO#: 2 IS TO INCREASE QTY BY 150,000.00 ON LINE 1 FOR AN ADDITIONAL 5 MONTHS (TO 03/2026) OF CENTRIFUGE RENTAL WHILE CENTRIFUGE #1 IS BEING REPAIRED. BUDGETED IN FY26
INCREASE LINE 1 $150,000.00 · NEW LINE TOTAL $ 195,000.00
OLD PO TOTAL $78,500.00 NEW PO TOTAL $228,500.00

DEPT 07121 ACCOUNT 5304401 LINE#1 $150,000.00

7121-5304401 1 150000.00

Total Addition/Deduction this Change Order:	150,000.00
The Original Contract Sum was	63,500.00
Net Change by previously authorized Change Orders:	15,000.00
The Contract Sum prior to this Change Order was	78,500.00
The Net Amount of this Change Order is:	150,000.00
The new Contract Sum including this Change Order will be	228,500.00
The Contract Time will be changed by this Change Order (Days):	
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:

CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA, WI 53144

Authorized Signature

Date: 8-15-25

Owner or Owner's Representative:

Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

Chief Procurement Office

Date: 10/1/25

Distribution:

Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

UTILITIES DEPARTMENT
WATER & WASTEWATER OPERATIONS

15400 WISCON ROAD • BROOKSVILLE, FLORIDA 34601
P 352.754.4490 • F 352.754.4167 • W www.HernandoCounty.us

MEMORANDUM

TO: Hernando County Purchasing and Contracts Department

FROM: Bruce Batten, Chief Water and Wastewater Plant Operator
Hernando County Utilities Department Water and Sewer Operations

DATE: July 14, 2025

SUBJECT: Equipment Lease and Repairs on Centrifuge #1

This memorandum is to request that the Purchasing and Contracts Department take the necessary actions for the Sole Source Equipment Lease and Repairs to the #1 Centrifuge located at the Airport WRF, with Centrisys CNP.

HCUD is currently in a lease agreement with Centrisys right now, while the repairs to the #3 Centrifuge are completed. These repairs should be completed around October 2025.

I am requesting that the lease agreement that is in place now, be extended to March of 2026. By doing this, this will allow the repairs to be completed on the #3 Centrifuge in October 2025 and start the repairs on the #1 Centrifuge as soon as the #3 Centrifuge is completed. This will be a cost savings of approximately $8,000-$15,000 dollars, because the mobilization fee, crane fee, factor representative fee will have already been paid for from the first lease.

Centrisys CNP is the sole authorized municipal distributor for products, parts, and service for our existing equipment.

Should you require additional information, please contact me. Thank you.

Regards,

Bruce Batten
Chief Water and Wastewater Plant Operator
352.754.4490

EXHIBIT A
LEASE PAYMENT SCHEDULE
CONTRACT AND SIGNATURE

Weekly Testing Rate:		***$***	
Monthly Rental Rate:	***Due with signed agreement***	***$***	30,000.00
Security Deposit:	***Due with signed agreement***	***$***	15,000.00
Site Service Rate:	***Estimated Site Service Requirement per Section 2***		
Includes commissioning and decommissioning at $1700/day		***$***	8,500.00
Contract Term:			***Months***
Minimum rental of 30 days (not prorated)			
Contract Start Date:			_____
Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.			
Freight To and From Site (Estimated):		***$***	10,000
Availability: _____	***days after receipt of signed contract, security deposit and first month's rent***		
Payment Terms:	***Due upon receipt***		
F.O.B.:	***Centrisys Facility***		

Additional Comments:

Centrisys to offer 3.5 months rental rate at 30k per month totaling - 105k

Centrisys offering 6 week credit @ 45k due to rental unit unavailability. Total rental @ 5 months (3.5+1.5)

Site Information

Name: Hernando County Utilities

Street Address: Hernando Airport Plant - 1400 Downwind Way

City, State Zip: Brooksville, FL 34604

Contact Name/Phone: Bruce Batten / 352-754-4490

We hereby accept, agree and comply with the terms and conditions set forth above.

Customer Signature ***Date***

By: Brian Hawkins, Chairman, Hernando County Board of County Commissioners

Centrisys Signature ***Date***

EXHIBIT B
LEASE EXTENSION PERIOD
CONTRACT AND SIGNATURE

Weekly Testing Rate:		***$***	
Monthly Rental Rate:	***Due with signed agreement***	***$***	30,000.00
Security Deposit:	***Due with signed agreement***	***$***	***0.00***
Site Service Rate:	***Estimated Site Service Requirement per Section 2***		
Includes commissioning and decommissioning at $1700/day		***$***	0.00
Contract Term:	see below comments		***Months***
Minimum rental of 30 days (not prorated)			
Contract Start Date:			_____
Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.			
Freight To and From Site (Estimated):			
Availability:	_____ ***days after receipt of signed contract, security deposit and first month's rent***		
Payment Terms:	***Due upon receipt***		
F.O.B.:	***Centrisys Facility***		

Additional Comments:

1. Lease extended, without interruption, to cover the time period for repairs from 11/2025 to 3/2026 to Centrifuge #1.
2. If there is an unforeseen circumstance, the vendor will need to decommission and recommission at a later date.

Site Information

Name:	Hernando County Utilities
Street Address:	Hernando Airport Plant - 1400 Downwind Way
City, State Zip:	Brooksville, FL 34604
Contact Name/Phone:	Bruce Batten / 352-754-4490

Additional Comments:

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

September 23, 2025

MEMORANDUM

TO: Financial Services, Hernando County Clerk of Circuit Court & Comptroller

FROM: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

SUBJECT: BOCC Agenda Item Approval

Please accept this memorandum as notification of the Board of County Commissioners' approval of the Agenda Items list below at the **9/23/2025** BOCC meeting.

Further evidence of the approval of these items can be found in any relevant executed agreements with the BOCC Chairman's signature on the date of approval, as appropriate and as supplied in relevant requisitions. The BOCC meeting details for the aforementioned date provides additional evidence of approval.

This memorandum is to be used interchangeably with the BOCC Agenda Item stamped with BOCC adopted as proof of BOCC approval required in the County approval process for requisition, budget resolution or grant related items.

Approved Items:

PROCUREMENT ITEMS

1. **16347** Award of Contract and Professional Services Agreement With McLeod Real Estate, LLC, for Real Estate Broker and Marketing Agent Services for Hernando County Property Management Department (Contract No. 25-RFP01011/AP)

2. **15919** Award of Contract to Redwood Toxicology Laboratory, Inc., d/b/a Abbott Laboratories, Inc., for Non-Clinical Testing Services for Drug Court (Contract No. 25-AG0238; Amount: $180,000.00)

3. **16311** Award of Term Contract and Professional Services Agreement With Dr. Robert J. McPhee for Inmate Medical Management Services (Contract No. 25-PS01144/AP; Amount: $230,738.00)

4. **16291** Award of Term Contract to Integrated Environmental Technology, LLC, for Leachate and Gas Collection System Maintenance Services for Solid Waste and Recycling Department (Solicitation No. 25-TF01018/JC; Amount: $679,800.00) 16291

5. **16346** Change Order No. 1 to Purchase Order With Centrisys CNP Corporation for Repair of Centrifuge Equipment for Utilities Department (Contract No. 25-TS0204/JC; Amount $367,550.00)

6. **16345** Change Order No. 2 to Purchase Order With Centrifuge-Systems, LLC, for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $150,000.00)

7. **16367** Change Order No. 2 to Purchase Order With Mid Florida Diesel, Inc., for Generator Maintenance and Repairs for Utilities Department (Contract No. 23-TFG037; Amount: $165,000.00)

8. **16393** Utilization of CoreTrust Cooperative Contracts With Various Vendors for Purchase of Services and Supplies on As-Needed Basis by Various County Departments

Board of County Commissioners

AGENDA ITEM

Meeting: 09/23/2025
Department: Procurement Department
Prepared By: Lindsey Brown
Initiator: Carla Rossiter-Smith
DOC ID: 16345
Legal Request Number:
Bid/Contract Number: 25-SS0205

TITLE

Change Order No. 2 to Purchase Order With Centrifuge-Systems, LLC, for Lease of Centrifuge Equipment for Utilities Department (Contract No. 25-SS0205/JC; Amount: $150,000.00)

BRIEF OVERVIEW

On March 11, 2025, the BOCC approved award of Contract No. 25-SS0205/JC to Centrifuge-Systems, LLC a/k/a Centrisys for the Centrifuge Equipment Lease for $63,500.00.

The purchase order was originally issued for $63,500.00. Change order No. 2 in the amount of $150,000.00, would increase the Purchase Order to $228,500.00.

Change Order No. 1 in the amount of $15,000.00 was CPO approved on May 20, 2025, for additional funds to increase Purchase Order to allow for 90-day lease.

Hernando County Utilities Department has requested an increase for Purchase Order No. 25000616 for an additional 5-month rental of equipment to allow for Centrifuge #1 to be repaired. This request is contingent upon Board Approval of Item #16346, Centrifuge #1 repair.

FINANCIAL IMPACT

Funding is available in Fiscal Year 2026:

Fund: 4111 - Hernando County Utilities, **Department: 07121** - HCUD Wastewater Operation, **Account: 5304401** - Rental/Lease-Equipment

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 2 in the amount of $150,000.00 to Centrisys Corporation for Purchase Order No. 25000616, bringing the total Purchase Order amount to $228,500.00.

REVIEW PROCESS

Fran Hallet	Approved	08/21/2025 9:22 AM
Katrina Tejera	Approved	08/21/2025 11:30 AM
Grace Sheppard	Approved	08/21/2025 11:52 AM
Gordon Onderdonk	Delegated	08/21/2025 1:58 PM
Ricky Leach	Approved	08/27/2025 1:56 PM
Gordon Onderdonk	Approved	08/28/2025 8:58 AM

Erin Dohren	Approved	08/29/2025 10:41 AM
Albert Bertram	Approved	09/05/2025 3:36 PM
Carla Rossiter-Smith	Approved	09/09/2025 6:16 AM
Pamela Hare	Approved	09/11/2025 5:32 PM
Melissa Tartaglia	Approved	09/12/2025 12:31 PM
Heidi Prouse	Approved	09/15/2025 10:28 AM
Toni Brady	Approved	09/17/2025 11:16 AM
Jeffrey Rogers	Approved	09/17/2025 10:11 PM
Colleen Conko	Approved	09/18/2025 9:01 AM

Rev: 0

Hernando County Board of County Commissioners

15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: CENTRISYS CORPORATION

Change Order No. 3
Contract No. 25000616
Change Order Date: 12-29-2025
Contract Date:

Project Description:

EQUIPMENT LEASE-MONTHLY

The Project is Changed as Follows

Justification: Contract: 25-TS0205/JC Contract Name: CENTRISYS CNP
Grant GMS#: N/A
CO#: 3 is to increase funds to cover the cost of an additional three-month rental period (April 2026 - June 2026).
Increase Line 1 $90,000.00 · New Line Total $285,000.00
Old PO Total $228,500.00 New PO Total $318,500.00
Dept 07121 Account 5304401 Line #1 $90,000.00

7121-5304401 1 90000.00

Total Addition/Deduction this Change Order:	90,000.00
The Original Contract Sum was	63,500.00
Net Change by previously authorized Change Orders:	165,000.00
The Contract Sum prior to this Change Order was	228,500.00
The Net Amount of this Change Order is:	90,000.00
The new Contract Sum including this Change Order will be	318,500.00
The Contract Time will be changed by this Change Order (Days):	
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:
CENTRISYS CORPORATION
9586 58TH PLACE
KENOSHA, WI 53144

Owner or Owner's Representative:
Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

John Walsh
Authorized Signature
Date: 12/29/2025

Chief Procurement Office
Date:

Distribution:
Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

EXHIBIT A
LEASE PAYMENT SCHEDULE
CONTRACT AND SIGNATURE

Weekly Testing Rate:		***$***	
Monthly Rental Rate:	***Due with signed agreement***	***$***	30,000.00
Security Deposit:	***Due with signed agreement***	***$***	0.00
Site Service Rate:	***Estimated Site Service Requirement per Section 2***		
Includes commissioning and decommissioning at $1700/day		***$***	0.00
Contract Term:			***Months***
Minimum rental of 30 days (not prorated)			
Contract Start Date:			_____
Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.			
Freight To and From Site (Estimated):		***$***	0.00
Availability: _____	***days after receipt of signed contract, security deposit and first month's rent***		
Payment Terms:	***Due upon receipt***		
F.O.B.:	***Centrisys Facility***		

Additional Comments:

1. Lease extended, to cover from 04/2026 to 06/2026 for repairs to Centrifuge #1.
2. Shipping and de-commissioning have been handled on prior PO's.

Site Information

Name: Hernando County Utilities
Street Address: Hernando Airport Plant - 1400 Downwind Way
City, State Zip: Brooksville, FL 34604
Contact Name/Phone: Bruce Batten / 352-754-4490

We hereby accept, agree and comply with the terms and conditions set forth above.

J. Walsh

Digitally signed by J. Walsh
Date: 2025.12.22 11:34:05 -05'00'

1/19/26

Customer Signature ***Date***

By: Brian Hawkins, Chairman, Hernando County Board of County Commissioners

Centrisys Signature ***Date***

From: Bruce Batten <bbatten@co.hernando.fl.us>
Sent: Tuesday, January 20, 2026 6:56 AM
To: Mariane Micheo <mmicheo@co.hernando.fl.us>
Cc: Katrina Tejera <KTejera@co.hernando.fl.us>; Utilities Finance <Util_Finance@co.hernando.fl.us>
Subject: FW: 16949 - Centrisys - Construction Change Order PO 25000616 - 25-TS0205/JC
Importance: High

Marianne, attached is a new signed Rental Extension from Centrisys and below has also be changed. Let know if you need anything else.

Due to unforeseen circumstances, it is necessary to extend the rental/lease of the Centrifuge from Centrisys for an additional three (3) months (April/2026 through June/2026) while Centrifuge No. 1 undergoes major repairs. Maintaining this rental during the repair period is essential to ensure continuous processing of all sludge at our facilities. Without the rented centrifuge, operations will be significantly impacted.

Approval of this extension is requested to maintain uninterrupted operations.

The cost for the additional three-month rental period is $90,000.00.

Thanks

Bruce Batten

HERNANDO COUNTY UTILITIES DEPT.
Chief Water & Wastewater Plant Operator
15400 Wiscon Rd.
Brooksville, Fl 34601
P 352.754.4490 Ext: 35532

SELECTION CRITERIA: orgn.yr='26' and orgn.key_orgn='07121' and account.acct='5304401' AND expledgr.yr = orgn.yr AND exp

YEAR	DEPARTMENT		ACCOUNT		BUDGET CONTROL ORGN/ACCOUNT	STATUS
	BUDGET	PERIOD EXPENSES	YTD EXPENSES	ENCUMBRANCES	BALANCE	
26	07121	HCUD WASTEWATER OPERATION	5304401	RENTAL/LEASE-EQUIPMENT	07121	5304401 Active
	169,419.00	.00	30,354.63	40,963.89	98,100.48	

TITLE

Increased Annual Expenditure and Change Order No. 2 to Purchase Order With Design Lab, Inc., for Uniforms and Related Items for Hernando County Fire Rescue and Emergency Services (Contract No. 26-P0268; Amount: $110,000.00)

BRIEF OVERVIEW

On October 27, 2025, the Utilization of Fire Rescue uniforms and related items was approved by the Chief Procurement Officer (CPO) for Brevard County Contract No. B-2-25-37, Hernando County File No. 26-P0268, to Design Lab, Inc., for $45,000.00. The purchase order was originally issued for $25,000.00.

Change Order No. 1 in the amount of $15,000.00 was approved by the CPO on December 16, 2025, for new recruits and Class A uniform purchases.

Hernando County Fire Rescue and Emergency Services has requested an increase for Purchase Order No. 26000271.

Change Order No. 2 in the amount of $110,000.00, would increase the purchase order to $150,000.00, to increase orders for uniform requirements.

Hernando County Fire Rescue Department is also requesting an increase to annual spend for Contract No 26-P0268 for an estimated $150,000.00 per year.

FINANCIAL IMPACT

Funding in the amount of $150,000.00 is available for FY2026 in the following:

Expense:

Fund: 1661 - HC FIRE RESCUE - FIRE, **Department: 02261** - HC FIRE RESCUE - FIRE, **Account: 5305205** - CLOTHING & UNIFORM APPRL, totaling $75,000.00

Fund: 1691 - HC FIRE RESCUE - RESCUE, **Department: 02491** - HC FIRE RESCUE - RESCUE, **Account: 5305205** - CLOTHING & UNIFORM APPRL, totaling $75,000.00

Funds will continue to be budgeted in both Hernando County Fire and Rescue in future years.

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 2 in the amount of $110,000.00 to

Design Lab, Inc., for Purchase Order No. 26000271, bringing the total purchase order amount to $150,000.00. It is further recommended the Board approve an increase in the annual expenditure for an estimated annual spend of $150,000.00 and authorize the CPO approve change orders as they become necessary and required up to annual budgeted amounts.

REVIEW PROCESS

Kelly Trout	Approved	01/05/2026 5:13 PM
Amelia Gebala	Approved	01/06/2026 9:38 AM
Paul Hasenmeier	Approved	01/07/2026 11:27 AM
Erin Dohren	Approved	01/15/2026 3:06 PM
Carla Rossiter-Smith	Approved	01/16/2026 9:08 AM
Pamela Hare	Approved	01/16/2026 2:42 PM
Melissa Tartaglia	Approved	01/16/2026 3:54 PM
Heidi Prouse	Approved	01/20/2026 11:48 AM
Toni Brady	Approved	01/21/2026 7:50 PM
Jeffrey Rogers	Approved	01/22/2026 7:17 AM
Colleen Conko	Approved	01/22/2026 8:00 AM

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 28, 2024

MEMORANDUM

'24 SEP 3 PM 2:53

TO: Kathy Wall, Central Services Director

RE: Item F.19., Permission to Issue Annual Supply Bids, Proposal, and Request for Qualifications or Negotiate Competitive Contracts for County Fiscal Year 2024-25

The Board of County Commissioners, in regular session on August 27, 2024, authorized you to coordinate the following procurement actions: (1) Solicit competitive bids or negotiated competitive contracts and award to lowest, most responsive, responsible, and most qualified vendor(s); (2) Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees' approval by the County Manager or designee, and award to the highest ranked proposer(s); (3) Exercise renewal options upon evaluation of the supplier's performance and recommendation from the user Department or Office; and (4) Authorize the County Manager to award and execute contracts, contract renewals, contract amendments, contract extensions, task orders, and purchase orders subject to review and approval of the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

cc: Finance
Budget

ANNUAL BID/PROPOSAL/QUALIFICATIONS LIST
FY 2024/2025
- Over $200,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$200K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	$300,000
Agricultural & Aquatic Chemicals	Up to 5 years	$270,000
Alternative Paving Methods (Cold-in-Place Recycling, Chip Seal, Full Depth Reclamation, Microsurfacing, Pavement Rejuvenation/Preservation, etc.)	Up to 5 years	$1,500,000
Aquatic Vegetation Management for Public Works Locations	Up to 5 years	$300,000
Asphaltic Concrete	Up to 5 years	$15,000,000
Asset Management/CMMS Consultant (Countywide)	Up to 5 years	$350,000
Athletic Court Resurfacing & Lining	Up to 5 years	$300,000
Auctioneer Services	Up to 5 years	Dependent on Sales
Auditing Services	Up to 5 years	$800,000
Broker Services	Up to 5 years	Dependent on plan participants
Bond Counsel	Up to 5 years	Various depends on bonds issued
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	$300,000
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	Varies
Class III Landfill - Waste Disposal Services: South Brevard	5 yr.	$750,000
Computer Equipment, Peripherals & Services	Up to 5 years	$400,000
Concrete Crushing (On Site)	Up to 5 years	$500,000
Concrete Pipe, Pipes (all types) and Accessories	Up to 5 years	$400,000
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	$500,000
Consultant Professional Engineering Services, A&E, Roofing Services, Appraisal Services, Operational Services and Landscape Architects - All departments	Up to 5 years	Various Projects
Continuing Construction Management Services & General Contractor Services	Up to 5 years	Various Projects
Continuing Roofing Contracting Services	Up to 5 years	Various Projects
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	$1,002,000
Copy Machine Lease	Up to 5 years	$550,000
Cubicles/Modular/Furniture	Up yo 5 Years	$500,000
Debt Collection Services - Fire Rescue Department	Up to 5 years	Percentage of collection
Deceased Removal and Transport	Up to 5 years	$250,000
Disaster Debris Removal Services	5 yr. & no renewals	Contingency Agreement Emergency Management
Disclosure Counsel	Up to 5 years	Various depends on bonds issued
Electrical Contractor Services - Hourly	Up to 5 years	$265,000
Electrical Supplies	Up to 5 years	$210,000
Electronics Waste Recycling Services	Up to 5 years	$200,000
EMS Billing Services	Up to 5 years	$850,000
Environmental & Ecological Services	Up to 5 Years	$500,000.00
Erosion Control Materials and Installation	Up to 5 years	$1,200,000
Fencing (Brevard County Cooperative Bid)	Up to 5 years	$500,000
Financial Advisor	Up to 5 years	Various depends on bonds issued
Fuel Pumps, Fuel Sites, and Fuel Tank Repair and Inspection Services	Up to 5 years	$200,000
Fuel Tanks (various sizes)	Up to 5 years	$500,000
Grassing Services	Up to 5 years	$500,000
Guardrail/Handrail Projects	Up to 5 years	$400,000
HVAC for Maintenance	Up to 5 years	$1,700,000
Infrastructure Assessment Services, Gravity Sewer Lines, and Manholes	Up to 5 years	$300,000
Insurance - All Types	Up to 7 years	Dependent on plan participants
Insurance Broker Services	Up to 7 years	Dependent on plan participants
Integrated Library Systems	Up to 10 years	$800,000
Irrigation Installation - Parks & Rec	Up to 5 years	$250,000
Invasive/Exotic Mgmt for County-Wide Stormwater Projects	Up to 5 Years	$200,000
Janitorial Services - County Wide	Up to 5 years	$600,000
Janitorial Supplies	Up to 5 years	$300,000
Laboratory Testing & Related Professional Services	Up to 5 years	$200,000
Lawn Service - Countywide	Up to 5 years	$925,000
Libraries Materials Security Management with Self-Checkout	Up to 10 years	$500,000
Lime Rock for Solid Waste and Public Works	Up to 5 years	$300,000
Locum Tenens for Temporary Forensic Pathologist Services	Up to 5 years	$500,000
Maintenance, Repair, & Operation (MRO) and Industrial Supplies	Up to 5 years	$500,000
Marketing Services	Up to 5 years	$400,000
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	$1,900,000
Muck Removal	Up to 5 years	Various Projects
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On & Off Site)	Up to 5 years	$2,200,000
Odor and Corrosion Control Lease Services	Up to 5 years	$700,000
Office Supplies	Up to 5 years	$350,000
Painting Contractor Services	Up to 5 years	$300,000
Personal Protection Equipment (PPE)	Up to 5 years	$250,000
Petroleum Products - Lube Oil	Up to 5 years	$200,000
Physical Examinations	Up to 5 years	$350,000
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	$3,000,000
Plans Examiner Services	Up to 5 years	$300,000
Playground Equipment, Surfacing, Installation & Repair	Up to 5 years	$350,000
Plumbing Services	Up to 5 years	$200,000

ANNUAL BID/PROPOSAL/QUALIFICATIONS LIST
FY 2024/2025
- Over $200,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$200K)
Plumbing Supplies Catalog Discount	Up to 5 years	$550,000
Polymer, Sludge Dewatering	Up to 5 years	$200,000
Postal & Courier Services - Libraries	Up to 5 years	$268,000
Pressure Pipe Leak and Air Pocket Detection	Up to 5 years	$780,000
Pump out Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	$264,000
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	$500,000
Removal & Disposal of Dewatered Biosolids	Up to 5 years	$500,000
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	$500,000
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	$200,000
Road Construction Materials	Up to 5 years	$4,000,000
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	$500,000
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	$1,800,000
Sand Materials for Parks and Recreation	Up to 5 years	$200,000
Financial Management Software - SAP Support Services	Up to 5 years	$900,000
Sargassum Seaweed	Up to 5 years	$350,000
Utilities Services SCADA Support Services	Up to 5 years	$500,000
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	$4,350,000
Security Services - Countywide	Up to 5 years	$800,000
Select Common Fill - All Landfills	Up to 5 years	$1,100,000
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	$200,000
Sod - Parks & Recreation	Up to 5 years	$1,300,000
Sodium Hypochlorite Supply Services	Up to 5 years	$250,000
Software Solutions (Public Works Work Order System)	Up to 5 years	$500,000
Soil Cement Pub Mill Mix	Up to 5 years	$250,000
Sports Lighting with Related Supplies and Services	Up to 5 years	$700,000
Street Sweeping and Inlet Basking Cleaning	Up to 5 years	$350,000
Stormwater Grates, Frames, Rings, Covers	Up to 5 years	$200,000
Subaqueous Pipe Inspections and Maintenance	Up to 5 years	$200,000
Supplemental Aerial Pesticide Application	Up to 5 Years	$200,000
TDC - Website Development & Maintenance Services	Up to 5 years	$200,000
Temporary/Seasonal Employment Services	Up to 5 years	$2,550,000
Temporary Traffic Control Devices	Up to 5 years	$200,000
Tire Shredding & Disposal Services	Up to 5 years	$735,000
Traffic Operations Fiber Optics Construction, Rehab, Maintenance and Emergency Repair	Up to 5 years	$240,000
Traffic Infrastructure and Installation	Up to 5 years	$300,000
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	$600,000
Tree Trimming and Removal Services	Up to 5 years	$350,000
Trenching and Trenchless Installation & Services	Up to 5 years	$300,000
Unmanned Aerial System (UAS) / Drone Aerial Pesticide Application Service	Up to 5 Years	$200,000
Underground Locates for Utilities - (Brevard County Cooperative Bid)	Up to 5 years	$525,000
Water Meter Replacement (Countywide)	Up to 3 years	$600,000
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	$300,000

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 28, 2024

'24 SEP 3 AM 7:27

MEMORANDUM

TO: Kathy Wall, Central Services Director

RE: Item F.20., Permission to Procure Products or Services on the Vendor of Record for the County's Fiscal Year 2024-25

The Board of County Commissioners, in regular session on August 27, 2024, authorized Purchasing Services to coordinate the procurement actions included in the County's Adopted FY 2024-25 Annual Operating and Capital Budget: (1) Approved the use of the attached listing of Vendor of Record for the County's FY 2024-25, as these products or services have been determined to be the sole/single source; (2) Approved the use of State Contract(s), Cooperative Contracts, and other agency contracts when market research dictates that utilizing such is in the best interest of the County; (3) Approved the competitive procurement when it is in the best interest of the County for the approved Vendor of Record or Cooperative Purchasing programs; and (4) Approved the issuance of purchase orders, and authorized the County Manager to execute contracts, contract renewals, contract amendments, and any necessary contract extensions, subject to the review and approval of the County Attorney's Office, Risk Management, and Purchasing Services. Enclosed is the Vendor of Record.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell

Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: County Manager
Finance
Budget

PRINTED ON RECYCLED PAPER

VENDOR OF RECORD
FY 2024-2025
- Over $200,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Sole/Single Source Including Original Equipment Manufacturer and Sole Authorized Distributors				
Software products and services	$225,000	Accela (#10133)	Continuing	Sole source for Accela software products & services including Accela Land Management, Accela GIS, Accela Wireless and Accela Citizen Access.
Mosquito Control chemicals, Adapto Monitor 4s Service & Parts	$250,000	Adapco (#1478)	Continuing	Sole source distributor for Dibrom, Agnique, Fourstar, Aquabac, Spheratx, Scourge, BVA, Zenivex and Altosid, Deltagard
Parts & Service for Airbus Helicopters)	$200,000	Airbus Helicopters (#7115)	Continuing	Sole source for OEM parts and service on the Airbus Helicopter Airframe (not engines)
Vacuum Sewerage Transport System	$200,000	Airvac	Continuing	Sole source and proprietary
Utility Svcs – Aeration System Packs; Klampress®, Wrinklepress®, and Aquabelt® cylinders, hydraulic systems and replacement parts	$350,000	Alfa Laval, Inc. (#10185, #15227)	Continuing	Sole source for Biomist, Duel, Mosquitomist, Anvil, Cocobear, & Natular Products; Valent Vectobac, Vectolex,Vetomax Products, Censor, and Merus
Utility Svcs – Plugless vacuum sewerage transport system	$2,000,000	Aqseptence Group, INC	Continuing	AIRVAC is a sole source product, manufactured and sold by Aqseptence Group, Inc.
Vehicle Lifts, Service, Maintenance, Parts	$250,000	ARI Phoenix, Inc. (#16175)	Continuing	Ari-Hetra OEM
Transfer Switches Treatment Plants	$300,000	ASCO #8352	Continuing	Sole source for OEM Safran engine parts and service for Airbus helicopter engines (Not Airframe)
Impoundment Pump Parts & Service	$200,000	B & B Building Systems, Inc. (#13255)	Continuing	OEM - sole source for factory approved replacement parts and repair service
Bee Mats	$285,000	Beemats LLC (#12589)	Continuing	Patented - OEM
HVAC Carrier Parts and Supplies	$400,000	Carrier Corporation	8/12/2025	Sourcewell # 070121-CAR
Lime Slaking System at Water Treatment Plants	$200,000	Chemco (#14179)	Continuing	Sole source - OEM for lime feed system for WWTF
BG-Counter System, Bioagents AG	$985,000	Clarke Mosquito Control Products, Inc (#354)	Continuing	Sole source for Biomist, Duel, Mosquitomist, Anvil, Cocobear, & Natular Products; Valent Vectobac, Vectlex,Vetomax Products, Censor, and Merus
Traffic Ops- Cubic/Trafficware/Naztec Traffic System Software Applications and releated Components, Equipment and Repair Services; PODS dection system, Gridsmart System and Components, Repair Service and APC uninterruptible power supplies.	$250,000	Cubic Corporation and Subsidiaries Cubix ITS, Inc. (#16118)	Continuing	OEM and sole supplier of Trafficware traffic system applications (eg: ATMS,Now, Syncrogreen, Syncro Studio, and Related Plug Ins) , Gridsmar and Pods Systems, manufacturer and sole supplier of Cubic/Trafficware Cabinets, Controllers and related components for the State of Florida
Utility Svcs – CUES Replacement Parts	$600,000	CUES-Orlando (#3702)	Continuing	OEM manufacturer of CUES camera equipment for Sewer Trucks
Auto, Truck, Heavy Equipment, Mower Parts, Repairs and Service	$200,000	Dobbs Equipment (#3172),	Continuing	Distributor, sole authorized distributor for Compaction America (BOMAG) Products, John Deere and Genuine Tiger parts for Brevard County
Fire Rescue Training	$500,000	Eastern Florida State College (#6021), Orlando Medical Institute (#16150)	Continuing	EFSC provides EMT Certification and Paramedic School option for new Fire Rescue hires. OMI provides Paramedic School option. Two failed bids justifies only comparable providers per sole source #2980804
Utility Svcs – Control Panels	$500,000	Economy Control Systems (ECS), Inc. (#10104)	Continuing	OEM, designer and sole distributor of Lift Station Control Panels used by Brevard County Utility Services
Stormwater Filters	$200,000	EcoSense International, Inc. (#9591)	Continuing	OEM for stormwater filters for existing units
Utility Svcs - Telemetry Equipment Bristol SCADA including components of control wave pac, micro RTUs and Open BSI and Open Enterprise Software	$400,000	Emerson Process Management Power & Water Solutions, Inc (#13068)	Continuing	OEM - Board standardized equipments (1991) - sole manufacturer, sole authorized entity for sales of products to all water and wastewater customers. Compatible with SCADA Control utilized by Brevard County Utilities Department.
Utility Svs -Treatment Plant & Califier Rehab	$450,000	Evoqua Water Technologies (#445331)	Continuing	OEM equipment, parts, rehab and retrofits
Kubota sales, parts, and service	$275,000	Florida Coast Equipment (#8578)	Continuing	Authorized dealer for sales, parts, and service in Brevard County
Drawbridge Maintenance & Repair	$200,000	Florida Drawbridges, Inc. (#13260)	Continuing	Uniquely qualified - they have performed all maintenance and repairs since 2011 and are the only company that bids this work due to location, limited qualified contractors for this type of work willing to service just one bridge.
Neptune water products and AMR systems	$300,000	Ferguson (#573)	Continuing	Sole authorized Neptune distributor for sales, service, and warranty for the State of Florida—including AMR systems.
Top Dressing Sand, screened; Clean Screened White Sand; Clean Screened Yellow Sand; Ballfield Clay Mix; Orange/yellow crushed and screened coquina shell.	$200,000	Golf Specialties, Inc. (#6445)	Continuing	Only bidder on last three solicitations. No vendor complaints and the product is always up to or beyond needed standards. (Previous solicitations is B-5-19-37)
Utility Svs - Electrical Breakers and Components	$300,000	Graybar Electric Co (#9243)	Continuing	Sole sources for Schneider/Square D
Heavy equipment, mowers, parts, service and repairs	$400,000	Great Southern Equipment (GSE) (#3278)	Continuing	Sole source provider for equipment, parts and service: Hitachi, Gradall Excavators, Volvo Penta engines, Sakai compaction equipment, Kaiser Walking Excavators, CTP after market CAT parts, Kobelco service
Utility Svs - Hach Instrument and Chemistry Products	$350,000	Hach Company (#665)	Continuing	Sole Source - for Original Equipment Manufacturer (OEM) of all Hach Brand Products
WWTP influent mechanical stepscreen	$200,000	Huber Technology	Continuing	Sole source for OEM influent mechanical stepscreen
Sulzer ABS Pumps and Parts	$300,000	Hydra Services (#3423)	Continuing	Sole authorized supplier for all Sulzer ABS products for State of Florida, excluding Counties of Sarasota, Desoto, Charlotte, Glades, Lee, Hendry, Collier and Monroe.
Helicopter Fire Suppressant, Aerial, and Forestry Equipment	$200,000	Isolair Helicopter Systems (#7102)	Continuing	Isolair designs, manufactures and supplies this equipment. They serve as the sole source for all parts and equipment sold and maintained under the Isolair name.
Utility Svcs - Vacuum Sewer Combo Vehicles	$1,200,000	Jet-Vac Equipment Company, LLC (#18275)	Continuing	Sole source of Jetva Vacuum combo vehicles
Digital Media	$350,000	Midwest Tape (#10018)	Continuing	Midwest Tapes is the sole provider of Hoopla, a Library Media on demand software application, Hoopla is the sole library media on demand provider for multiple copyrighted media platforms.
Hyundai heavy construction equipment, sales, service and parts	$250,000	National Equipment Dealers LLC (#17867)	Continuing	Exclusive authorized dealer
Mack Truck Parts, Service and Warranty Repairs	$350,000	Nextran Truck Center, Orlando (#3287)	Continuing	Exclusive authorized and designated Mack dealer for parts, Service and warranty repairs of heavy duty vehicles.
Library Digital Materials (e-Books, Periodicals)	$465,000	Overdrive, Inc. (#12776)	Continuing	Manufacturer and sole provider of Overdrive Digital Library System.

VENDOR OF RECORD
FY 2024-2025
- Over $200,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Utility Svcs - Ovio USA, LLC Eimco process equipment, Baker Process, Eimco Water Technologie, Dorr-Oliver and Dorr-Oliver Eimco Municipal Water and Waslewater Equipment and Parts	$450,000	Ovivo USA, LLC dba TSC-Jacobs (#3789, #10805)	Continuing	Sole authorized distributor for Ovivo USA's Eimco and Dorr-Oliver equipment and parts
Utility Svcs - Dynasand® EcoWash® Filters and Aqua Guard® Self-Cleaning Water Screen	$600,000	Parkson Corp. (#975)	Continuing	OEM manufacturer for Dynasand Ecowash filters and Aqua Guard self-cleaning water screen, Board approved design/construction criteria for water and sanitory sewage systems.
Reclamite Preservation Seal (Maltene based asphalt rejuvenator)	$800,000	Pavement Technology Inc (#15241)	Continuing	Sole source applicator and sales for Tricor Refining, LLC and their Reclamite Preservation Seal
Thioguard is a Magnesium Hydroxide Slurry	$225,000	Premier Magnesia, LLC	Continuing	Sole source of Thioguard a Magnesium Hydroxide Slurry
Parts for piping and drainage repairs	$200,000	R&S Metalworks (#15693)	Continuing	Only Brevard County provider
Heavy Equipment and Parts, Generators and GPS Software	Parts, Supplies and Service: $405,000; Equipment approved in adopted budget	Ring Power Corporation (#15343,#3289, #5826, #8269)	Continuing	Sole authorized distributor for Caterpillar products and service for Brevard County
Coquina Boulders 2" - 4" size utilized for IRL Shoreline Restoration	$275,000	Rock Solid Rock, LLC	One-Time	Single Source for Parks and Recreation Department for shoreline restoration as part of rip rap.
Repair Service for Airbus Helicopters	$650,000	Rotortech Services (#14806)	Continuing	Sole authorized service provider for Safran helicopter engines and Airbus helicopters Airframe
Engine Parts & Service for Airbus Helicopters	$350,000	Safran HE USA (#7742)	Continuing	Sole source for OEM Safran engine parts and Service for Airbus helicopter engines (Not Airframe)
SAP Licenses	$725,000	SAP (#403649)	Continuing	Sole source CM#1174
Sutphen Apparatus Repairs and Parts	$200,000	South Florida Emergency Vehicles LLC (#15514)	Continuing	Only authorized distributor in Florida for the Sutphen apparatus and certified repairs and parts
Utilities Svs -USB-USA & VAC-CON, Global Products	$650,000	Southern Sewer Equipment (SSE) (#2648)	Continuing	Sole source for our fleet of VacCon vacuum vehicles
Lifpak Monitor/Defibrillator, Luca Chest Compression System, Code Stat Data Review Software and Service, AED Products, Stair-Pro Stair Chair, Power-Pro XT Cot, Power Pro 2 Ambulance Cot, Power-Load Cot Fastener, OEM or Sole Source Distributor of Parts & Maintenance for emergency care products	$350,000	Stryker Medical (#7782)	Continuing	Sole source manufacturer and has no authorized dealers or resellers in the Brevard County market.
Miovision/TrafficLink vehicle detection system	$200,000	Transportation Control Systems	Continuing	Sole source distributor approved to sell the Miovision TrafficLink systems in the state of Florida
Trane Building Automation Systems	$600,000	Trane US Inc (#3811)	Continuing	Sole Source for Trane systems to keep warranty valid.
Utility Svcs – Watson-Marlow/Bredel Pumps; Westech Process Equipment, Parts and Sales	$200,000	TSC Jacobs South, Inc. (#10805)	Continuing	Sole authorized distributor for State of Florida for Watson Marlow and Bredel pumps and Huber products
Mosquito Control Chemicals	$600,000	Veseris (ES OPCO) (#16230)	Continuing	Sole authorized supplier for ES OPCO Chemicals including MasterLine products.
Toro Turf Equipment & Irrigation Parts	$925,000	Wesco Turf Supply (#1363)	Continuing	Sole authorized distributor for Toro turf equipment and parts and irrigation parts for brevard county; board standardization received for toro irrigation parts
Utility Svs– Godwin DriPrime pumps, Sub-Prime electric pump, and Heidra hydraulic pumps, Flygt products including parts, repair and service	$350,000	Xylem Dewatering Solutions (#13389) (Godwin Pump Products)	Continuing	Sole authorized distributor and manufacturer for Godwin DriPrime pumps, Sub-Prime electric pumps and Heidra hydraulic pumps
Purchasing Cooperatives and Intergovernmental Cooperative Purchasing Programs				
IT Staff Augmentation Services	$225,000	Accela (#10133); Infinity Software Development (#9154) 4 Cornerstone Resources (#18314); SGC Consulting (#18209)	9/30/2027	State of Florida 80101507–23-STC-ITSA
Utility Svs – Well Maintenance, Repair and Rehabilitation	$300,000	A.C. Schultes (#17814)	2/28/2025	Contract Toho Water Authority - IFB-19-122
Class 4-8 Chassis with Related Equipment	$400,000	Alan Jay (#9150)	8/1/2025	Sourcewell # 060920-NAF
Light Body Trucks	$2,086,916	Alan Jay (#9150)	11/8/2025	Sourcewell Contract #091521-NAF (National Auto Fleet)
Light Body Trucks	$1,500,000	Alan Jay (#9150) Various Vendors	11/8/2025	Florida Sheriffs Association FSA20-VEL28.0
Fencing	$1,077,750	All-Rite (#9302), Chapco Fence, LLC (# 11515), East Coast Fence (#8383),	6/7/2026	School Board of Brevard County ITB 21-452-B-JW
Library Materials and Books	$1,900,000,000	Baker & Taylor (#3357, #3349, #3092) MidwestTape (#10018) Ingram Library Services, LLC (#4048)	8/31/2027	State of Florida 55000000-23-NY-ACS
Tires, Tubes & Services Bridgestone, Continental, Goodyear, Michelin	$750,000	Michelin North America, Inc. The Goodyear Tire & Rubber Company	6/30/2027	State of Florida Contract 25172500-24-ACS
Janitorial Supplies	$200,000	Buckeye International, Inc. Cypress Supply Janitorial Depot (#3253) Southern Janitor Unipak Corp Interboro Packaging Lawton Bros, Inc.	8/24/2026	School Board of Brevard County ITB 21-653-B-JE Custodial Supplies Discount Catalog Bid
General Contractor Services	Repair/Maintenance/ CIP Projects approved in Adopted Budget.	Canaveral Construction (#6974), Doug Wilson Enterprises (#13278), Heard Construction (#3701), Ovation Construction (#11863)	12/11/2026	School Board of Brevard County RFP #24-172-P-HD
Chemical, Lime for WWTP's	$200,000	Carmeuse Lime & Stone #15518	4/1/2026	City of Cocoa, UT-DYAL-21-SLA-CARMEUSE-001-00
Technology Products, Solutions and Related Services	$200,000	CDW-G	4/30/2026	Omnia Contract #23-6692-02
Heavy equipment	$1,000,000	Caterpillar	04/14/27	Sourcewell #011723-CAT
Utility Svcs - Annual Supply of Pipe Fittings and Accessories	$250,000	Core & Main LP (#1320)	10/4/2024	The City of Boynton Beach #WH22-048

VENDOR OF RECORD
FY 2024-2025
- Over $200,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Pre-Fabricated Concrete Restrooms	$1,832,815	CXT (#9952)	10/15/2025	Sourcewell #081721-CTX
Computer I.T. Hardware	$400,000	Dell Marketing (#7336), CDW (#2946) 6 Other Vendors;	6/30/2025	Alternate Contract Source No. 43210000-23-NASPO-ACS ; Brevard County Contract Code: WN05ACA
Vehicles (Light Trucks, Vans, Cars, SUV and Utility)	Vehicles approved in Adopted Budget.	Step One Automotive FD CW Tampa Truck Center	9/30/2026	Florida State Contract #25101600-21-1
Fire & Rescue Vehicles, Boats & Equipment	$1,000,000	Emergency Vehicles, Inc. (EVI) EVR, L.L.C (#16009), Excellance, Inc., Gatormolo Utility Vehicles and More, LCC Gravois Aluminum Boats, LLC dba Metal Shark Boats North America Fire Equipment Company, Inc.(#14001) Matheny Motor Truck CO. dba Hallmark RTC (#18564) Ring Power Corporation (#8769) South Florida Emergency Vehicles, LLC (#15514) Ten-8 Fire & Safety, LLC (Ambulances) (#2740) Ten-8 Fire & Safety, LLC (Fire) (#2740)	3/31/2025	FSA23-VEF 17.01 Fire & Rescue Vehicles, Boats & Equipment
Hardware, MRO Equipment and Facilities Maintenance Supplies	$250,000	Fastenal (#15344), (#11347), Grainger (#2854), WW Grainger (#7200), HD Supply (#7905)	3/31/2025	Omnia R192006
Utility Svs – Inventory Parts for Environmental Services Water and Wastewater Division	$300,000	Ferguson (#573)	7/15/2025	Seminole County IFB-603727-20/LNF
Equipment Rental	$500,000	EP Rents, LLC, Herc Rentals Inc (#15485), (#11184), Nesco, LLC, Ring Power Corporation (#15343), (#8269), Sunbelt Rentals, Inc. (#15426), (#12682), (#14849) (#5465) Synergy Rents LLC dba Synergy Equipment (#15150), Trekker Tractor, LLC (#14322), United Rentals (#1322), (#933), (#11547)	8/31/2025	City of Palm Bay contract [Co-op] #54-0-2017/SB
Lab Equipment and Supplies	$265,000	Fisher Scientific (#3257)	6/30/2025	State of Florida 41000000-23-OMNIA-ACS
Utility Svs – PUMP & MOTOR REPAIR SERVICES	$250,000	Florida Armature Works, Inc. (#13054)	8/13/2025	Indian River County RFP# 2019056
Fuel (Diesel/Gas)	$4,000,000	Glover Oil Company, Inc. (#2014)	9/8/2025	Cooperative Bid, Brevard County School Board #22-934-B-WH
Safety Supplies, Equipment and Safety Shoes	$250,000	Grainger (#7200)	12/31/2024	State #31160000-20-NASPO-ACS
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions	$600,000	Graybar (#9243)	1/31/2025	OMNIA #EV2370
Maintenance and Hardware Supplies (Including Janitorial)	$225,000	Home Depot (#3542), HD Supply (#10752)	12/31/2026	OMNIA Contract #16154-RFP
Agricultural & Compact Construction Equipment	$125,000	Kubota (#8578)	4/30/2025	Sourcewell # 031121-KBA
Auction Services	Revenue	Liquidity Services Operations, LLC, dba GovDeals (#17916)	3/19/2025	Sourcewell ##012821-GDI
Outdoor Fitness Equipment	$250,000	Greenfields Outdoor Fitness, Landscape Structures (#803), Outdoor Fit	2/5/2025	Sourcewell #010721-ODR
Cloud Solutions	$200,000	Insight Public Sector (#10867), Softchoice (11069);SHI Internationsal (#8363); Oracle (#5063)	9/30/2026	State of Florida 43230000-NASPO-16-ACS
IT Products and Services	$800,000	Insight Public Sector, Inc. (#10867)	4/30/2026	State of Florida 43210000-23- OMNIA-ACS
Technology Products, Services, Solutions and Related Products and Services	$1,500,000	Insight Public Sector (#10867)	4/30/2026	Ominia 23-6692-03
Faronics and Veeam (system backups)	$800,000	Insight Direct USA (#18052), SHI International (#8363)	4/24/2027	State of Florida 43230000-23-NASPO-ACS
Club Car, Parts & Service, utility, transportation and golf vehicles plus related accessories, equipment, parts and services	$200,000	Jeffrey Allen, Inc. (#13317)	12/31/2026	OMNIA - Utility, Transportation and Golf Vehicles; #EV2671-01
Natural Area and Exotic Vegetation Management/Mowing	$260,000	John Brown and Sons, Inc. (#6126)	01/03/25	Indian River County
Environmentally Sensitive Lands Vegetation Management	$260,000	John Brown & Sons Florida, Inc. (#6126)	5/20/27	Martin County Contract #RFB2024-3585
Sod Installation Athletic Fields	$1,295,395	Lake Jem Farms (#15956)	10/9/2024	School Board of Lake County Bid - #22-0804-B-YR
Paint contractor services	$200,000	All World Services McDines (#11616) Anchor Painting (#14782) M.E. Hayes LLC Palmetto Coating Corp Silva's Painting & Gen Services LLC Town and Country (#5909) Quick Painting Group	1/23/2027	Brevard County School Board Bid #124-383-B-LW
Plumbing Services	$200,000	Sun Plumbing (#8909)	6/30/2025	Brevard County School Board 20-716-B-SH
Plumbing Supplies	$250,000	Best Plumbing (#9939), Bond Plumbing (#16066), Hajoca (#10548)	2/21/2025	Brevard County School Board 22-267-B-JW
Athletic field lighting & sports lighting with related supplies and services	$600,000	Musco Lighting (#402932)	6/16/2027	Sourcewell #041123-MSL
Athletic Surfacing and Asphalt Maintenance	$653,126	Nidy Construction (Vasco Asphalt Company)(#10367)(#17998)	4/30/2026	Omnia NCPA Bid 01-23 Contract # 08-42
Utility Services - Water/Wastewater Treatment Chemicals – Sodium Hypochlorite (Bleach)	$750,000	Odyssey Manufacturing (#4444)	3/5/2025	City of Edgewater ITB 23-ES-06
Utility Svs – Chemical System Maintenance & Repair, Bleach Tanks	$200,000	Odyssey Manufacturing (#4444)	10/17/2026	City of Davie RFP #JA-23-59
Office Supplies	$200,000	Office Depot (#18045),	10/13/2027	City of Taramac #19-12R (Omnia)
Automotive Parts & Supplies	$500,000	O'Reilly Auto Parts (#15631) Various Vendors	5/19/2025	Sourcewell #032521-ORA
Lab Analysis and Sampling	$200,000	Pace Analytical (#1875)	2/3/2025	Volusia County #780-32456A-1 Bid#20-B-15LL
Public Admin. Software	$220,000	Phoenix Business (15732)	11/2/2024	Sourcewell #090320-PNX

VENDOR OF RECORD
FY 2024-2025
- Over $200,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Utility Rehab and Construction Services	$1,600,000	R&M Service (#16185)	5/1/2027	City of Tarpon Springs, 240055-B-AS
Utility Svs - Sewer ARV Maintenance	$300,000	R&M Service Solutions (#16185)	8/15/2027	JEA, #1410643896
Utility Svs - Hydrant and Valves Assessment	$300,000	R&M Service Solutions (#16185)	12/10/2024	Seminole County IFB603974-20
Various Equipment & Amenities for Parks and Playgrounds (Shilters)	$500,000	Various Vendors	5/27/2025	Clay County Bid#23/24-074, Various Equipment and Amenities for Parks and Playgrounds
Parks and Recreation Equipment and Related Services	$1,150,350	RCP Shelters (#2505)	1/1/2027	Equalis Group, LLC RFP# R10-1159
Hardware & Software	$600,000	SHI International (#8393)	10/30/2024	Sourcewell #081419-SHI
Gym Floor, Repairs, Replacements & Services	$200,000	Southeastern Surfaces & Equipment Inc.	11/23/2024	TIPS Cooperative Contract #1809030
Utility Svs - Biosolids Dewatering Services	$200,000	Synagro (#15020)	4/14/2024	Palm Beach County, Bid#21-012/MB
Fare Collecting System	$3,000,000	Strategic Mapping	8/26/2027	FDOT Contract#APTS-21-S-SMI
Pump & Motor Repair Services	$200,000	TAW (#6332)	11/5/2024	City of Tampa ITB 51092123
Dewatering Pump Systems	$225,000	Thompson Pump (#4719)	11/29/2025	Sourcewell #101221-TPM
Smoke Testing and Ring / Cover Assessment	$385,000	USSI, LLC	5/12/2025	TOHO Water Authority IFB-20-076
Utility Svs - Wastewater Structure Cleaning Services	$500,000	US Submergent (#15833)	7/8/2024	Sarasota County IFB#191779HR
Public Works - Alternative Paving Methods	$900,000	Various Vendors	10/11/2024	Lee County Bid #B220257ACN
Public Works - Heavy Equipment	$1,000,000	Various Vendors	10/1/2024	Florida Sheriff's Association (FSA) Contract # FSA22-VEH21.0
Heavy Equipment	$2,000,000	Various Vendors	10/1/2024	Piggyback Sheriffs Association FSA22-EQUI18.0
Communications Technology Services	$400,000	various vendors	9/30/2026	Sourcewell # 072822-LUM
Park and Playground equipment	$2,000,000	ARC-Advanced Recreational Concepts (#10359), Rep Services (#9732), Play Space Services (#7433), Miracle Recreation (#6475), Playmore West (#10212), Shade Systems (#18260), Swartz Assoc. (#722292)	8/31/2025	Manatee County School District SDMC No. 21-0053-MR The initial contract term shall commence April 14, 2021 and continue until August 31, 2023 with two (2) additional one (1) year renewal periods.
Utility Svcs - Cured-in-Place Pipe Lining of Sanitary Sewers	$2,000,000	Vortex Services, LLC	5/1/2025	Pasco County IFB-SN-SS-087
Utility Svcs - Sanitary Sewer Manhole Rehabilitation	$500,000	Vortex Services, LLC	9/30/2025	JEA #11200
Utility Svcs - Hurricane Season Contingency Portable Pump Rental	$1,000,000	Xylem Dewatering Solutions (#13389)	9/30/2026	Hillsborough County Florida (contract (#ITB-23-24042)
Flooring Materials, with Related Supplies and Services	$200,000	Bentley Mills, Interface Americas, Inc., Mannington Mills, Milliken Services, LLC, Mohawk Carpet Dist Inc (#7486), Shaw Integrated and Turf Solutions, Inc. (#9682) Tarkett USA, Inc	8/9/2027	State of Florida #30161700-24-SRCWL-ACS

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
April 08. 2025
B-2-25-37/Uniform Apparel – Fire Rescue

PROCUREMENT ANALYST: Heather Riley

VENDOR	VENDOR CITY AND STATE	ITEMS AWARDED	AWARD AMOUNT
Design Lab, Inc.	Greenville, SC	ALL	See attached Bid Tabulation
Galls, LLC	Lexington, KY	ALL	
Global Trading, Inc.	Miami, FL	ALL	
Inunison Apparel	Lauderdale, FL	ALL	
Oaks International Trading	Rockledge, FL	ALL	
Read's Uniform, LLC.	Asheville, NC	ALL	
Woodland & Rich	Deland, FL	ALL	
ReefDesign Custom LLC	Ocala, FL	Non-Responsive	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Mary Bowers
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Mary Bowers, Purchasing Manager

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AWARDED BY A COMMITTEE CONSISTING OF: N/A

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: April 08, 2025 ENDING DATE: April 07, 2030
RENEWAL OPTION ☐ One year ☐ Other (fill in)

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☒ OTHER - (March 2024 W-9)

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

STATION WEAR ***ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800	No Bid	#VALUE!	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100	No Bid	#VALUE!	
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100	No Bid	#VALUE!	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30	No Bid	#VALUE!	
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20	No Bid	#VALUE!	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20	No Bid	#VALUE!	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100	No Bid	#VALUE!	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20	No Bid	#VALUE!	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10	No Bid	#VALUE!	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6	No Bid	#VALUE!	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100	No Bid	#VALUE!	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40	No Bid	#VALUE!	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20	No Bid	#VALUE!	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5	No Bid	#VALUE!	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

LOT I TOTAL:				#VALUE!	
LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20	No Bid	#VALUE!	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20	No Bid	#VALUE!	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	20	No Bid	#VALUE!	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	20	No Bid	#VALUE!	Keystone R-8(149) ***"No Substitution"***
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1	No Bid	No Bid	
28	Patch Removal	1	No Bid	No Bid	
29	Zipper Replacement	1	No Bid	No Bid	
30	Hole Patching: < 3/8" diameter	1	No Bid	No Bid	
31	Button Replacement	1	No Bid	No Bid	
32	Maltese Cross	1	No Bid	No Bid	
33	Striping (rank) Change	1	No Bid	No Bid	
LOT II TOTAL:				#VALUE!	
LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50	$ 25.45	$ 1,272.50	Dutyman 5121U
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50	$ 23.75	$ 1,187.50	Dutyman 1611
35	Tie: Four-In-Hand, Poly/Wool	50	$ 7.65	$ 382.50	Samuel Broome 45140
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50	$ 7.85	$ 392.50	Samuel Broome 45055, 45033, 45015, 45045
37	*Ladies* Tie(BLACK): Cross-Over, button snap	25	$ 6.45	$ 161.25	Samuel Broome 45165
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50	$ 109.85	$ 5,492.50	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**

39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	150	$ 104.80	$ 15,720.00	Rocky Alpha-Force, #2173. ***"No Substitutions"***
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$ 102.15	$ 15,322.50	5.11 Company Boot 3.0, #12420. **"No Substitutions"**
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$ 113.90	$ 17,085.00	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***
LOT III TOTAL:				$ 57,016.25	

LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure	1	No Bid	#VALUE!	
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure	1	No Bid	#VALUE!	
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert	1	No Bid	#VALUE!	
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining		No Bid	#VALUE!	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1	No Bid	#VALUE!	Item# E00007
46	Custom Shoulder Emblem: 3.5" x 4" Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse	1	No Bid	#VALUE!	
LOT IV TOTAL:				#VALUE!	

LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***

47	PATCH: Fire Department	500	No Bid	#VALUE!	
48	PATCH: Dress	50	No Bid	#VALUE!	
49	PATCH: Dress Retirement	30	No Bid	#VALUE!	
50	PATCH: Ocean Rescue	500	No Bid	#VALUE!	
51	PATCH: Florida Paramedic w/blue border	250	No Bid	#VALUE!	
52	PATCH: Florida EMT	100	No Bid	#VALUE!	
53	PATCH: First Responder	50	No Bid	#VALUE!	
54	PATCH: Honor Guard	10	No Bid	#VALUE!	
LOT V TOTAL:				#VALUE!	

GRAND TOTAL: Lot I-V **$ 57,016.25**

Discount off Catalogue Price **20%**

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for

prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: _____

Does company accept Automated Clearing House (ACH) payments? □YES or □NO

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: _____

Authorized Signature: _____

Printed Name: _____

Phone: _____ Fax: _____

Email Address: _____

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	No Bid
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	No Bid
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	No Bid

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	No Bid
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	No Bid
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	No Bid
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	No Bid
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	No Bid
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	No Bid
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	No Bid
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	No Bid
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	No Bid
Blackinton A2904 / 1 Bugle, Gold	20	EA	No Bid
Blackinton A2902 / 3 Bugle, Gold	10	EA	No Bid
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	No Bid
Blackinton A1962DE / gold bugles/red enamel	8	EA	No Bid
Blackinton A1962 /gold bugles gold rays	4	EA	No Bid
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	No Bid
Blackinton A2815DE /gold bugles/red enamel	2	EA	No Bid

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	No Bid
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	No Bid
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager	3	EA	No Bid

BREVARD COUNTY FIRE RESCUE			

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	No Bid
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	No Bid
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	No Bid
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	No Bid
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	No Bid
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	No Bid
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	No Bid

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	No Bid
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	No Bid

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	No Bid

TOTAL PRICE LOT VI No Bid

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40	$ 10.55	$ 422.00	Yupoong 1500	Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300	$ 14.49	$ 4,347.00	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions"**colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50	$ 26.85	$ 1,342.50	Gildan G18600	Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80	$ 43.95	$ 3,516.00	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25	$ 43.95	$ 1,098.75	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL ***no substitutions*** Screenprint	100	$ 16.15	$ 1,615.00	Gildan G18200	Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150	$ 10.95	$ 1,642.50	Hanes X-Temp Tank	Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100	$ 12.30	$ 1,230.00	**Hanes Cool Upf 50**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100	$ 17.30	$ 1,730.00	**Hanes Cool Upf 50**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650	$ 10.95	$ 7,117.50	Gildan G2000	Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24	$ 12.95	$ 310.80	Gildan G2000	Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120	$ 16.70	$ 2,004.00	Gildan G2400	Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	120	$ 13.95	$ 1,674.00	Gildan G2400	Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	12	$ 14.95	$ 179.40	Gildan G2400	Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200	$ 48.65	$ 9,730.00	Anitek Tech Hoody	Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50	$ 58.15	$ 2,907.50	Anitek Roam Tech Pant	Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50	$ 61.25	$ 3,062.50	Anitek Technician Button Up	Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50	$ 99.65	$ 4,982.50	Port Authority J332	Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46	$ 36.95	$ 1,699.70	Champion S800	Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10	$ 41.65	$ 416.50	Champion S800	Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	1500	$ 10.30	$ 15,450.00	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	300	$ 12.45	$ 3,735.00	Glidan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200	$ 10.30	$ 2,060.00	Gildan G8000	mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	1500	$ 13.15	$ 19,725.00	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100	$ 14.85	$ 1,485.00	Gildan G8400	Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300	$ 14.85	$ 4,455.00	Port Authority PC55T	Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100	$ 10.45	$ 1,045.00	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	60	$ 12.25	$ 735.00	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	1500	$ 12.75	$ 19,125.00	Team 365 TT11WL	ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100	$ 14.95	$ 1,495.00	Team 365 TT11WL	ladies long sleeve 3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution***	15	$ 41.90	$ 628.50	Nike Gold Tech Sport no	ocean rescue

266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black				substitutions	
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500	$ 17.95	**$ 26,925.00**	Port Authority K100 No substitutions	Mens' Polo s-xl
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300	$ 20.95	**$ 6,285.00**	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200	$ 20.55	**$ 4,110.00**	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	50	$ 23.65	**$ 1,182.50**	Port Authority TLK100 No substitutions	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300	$ 17.95	**$ 5,385.00**	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	100	$ 20.95	**$ 2,095.00**	Port Authority L100 No substitutions	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	1500	$ 31.95	**$ 47,925.00**	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	500	$ 34.25	**$ 17,125.00**	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200	$ 34.45	**$ 6,890.00**	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	30	$ 37.70	**$ 1,131.00**	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	30	$ 31.85	**$ 955.50**	Cornerstone Polo CS412 no substitution	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	30	$ 37.25	**$ 1,117.50**	Cornerstone Polo CS412 no substitution	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30	$ 34.55	**$ 1,036.50**	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20	$ 37.95	**$ 759.00**	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	40	$ 31.95	**$ 1,278.00**	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	30	$ 34.25	**$ 1,027.50**	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60	$ 57.65	**$ 3,459.00**	Core 365 88184	

TOTAL PRICE LOT VII **$ 249,653.15**

STATION WEAR ******ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED******		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800	$ 41.00	$ 73,800.00	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100	$ 48.00	$ 4,800.00	
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100	$ 41.00	$ 4,100.00	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30	$ 48.00	$ 1,440.00	
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20	$ 92.00	$ 1,840.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20	$ 92.00	$ 1,840.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100	$ 50.00	$ 5,000.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20	$ 50.00	$ 1,000.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10	$ 50.00	$ 500.00	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6	$ 50.00	$ 300.00	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100	$ 45.00	$ 4,500.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40	$ 45.00	$ 1,800.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20	$ 45.00	$ 900.00	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5	$ 45.00	$ 225.00	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

LOT I TOTAL:				$ 102,045.00	
LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20	$ 138.00	$ 2,760.00	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20	$ 408.00	$ 8,160.00	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	20	$ 87.00	$ 1,740.00	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	20	$ 87.00	$ 1,740.00	Keystone R-8(149) ***"No Substitution"***
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1	$ 4.00		
28	Patch Removal	1	$ 3.51		
29	Zipper Replacement	1	$ 7.02		
30	Hole Patching: < 3/8" diameter	1	$ 10.80		
31	Button Replacement	1	$ 7.02		
32	Maltese Cross	1	$ 3.78		
33	Striping (rank) Change	1	$ 7.02		
LOT II TOTAL:				$ 14,443.15	
LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50	$ 38.00	$ 1,900.00	
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50	$ 21.00	$ 1,050.00	
35	Tie: Four-In-Hand, Poly/Wool	50	$ 5.38	$ 269.00	
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50	$ 5.35	$ 267.50	
37	*Ladies* Tie(BLACK): Cross-Over, button snap	25	$ 4.40	$ 110.00	
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50	$ 124.20	$ 6,210.00	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**

39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	150	$ 114.80	$ 17,220.00	Rocky Alpha-Force, #2173. ***"No Substitutions"***
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$ 104.00	$ 15,600.00	5.11 Company Boot 3.0, #12420. **"No Substitutions"**
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$ 129.03	$ 19,354.50	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***
LOT III TOTAL:				$ 61,981.00	

LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure	1	$ 900.00	$ 900.00	
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure	1	$ 235.00	$ 235.00	
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert	1	$ 92.19	$ 92.19	
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining		$ 54.10	$ -	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1	$ 72.21	$ 72.21	Item# E00007
46	Custom Shoulder Emblem: 3.5" x 4" Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse	1	$ 3.00	$ 3.00	
LOT IV TOTAL:				$ 1,302.40	

LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***

47	PATCH: Fire Department	500	2.5	$ 1,250.00	
48	PATCH: Dress	50	3.5	$ 175.00	
49	PATCH: Dress Retirement	30	3.5	$ 105.00	
50	PATCH: Ocean Rescue	500	2.5	$ 1,250.00	
51	PATCH: Florida Paramedic w/blue border	250	1.69	$ 422.50	
52	PATCH: Florida EMT	100	3.5	$ 350.00	
53	PATCH: First Responder	50	3.5	$ 175.00	
54	PATCH: Honor Guard	10	3	$ 30.00	
LOT V TOTAL:				$ 3,757.50	

GRAND TOTAL: Lot I-V **$ 183,529.05**

Discount off Catalogue Price **15%**

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for

prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: _____

Does company accept Automated Clearing House (ACH) payments? X□YES or □NO

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No 1 Date March 5, 2025_____

Addendum No 2 Date March 13, 2025_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: Galls, LLC_____ Mike Fadden _____
Authorized Signature: _____
Printed Name: Mike Fadden _____
Phone: 844-464-2557_____ Fax: _____
Email Address: bidreview@galls.com _____

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	$ 67.06
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	$ 74.35
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	$ 110.82

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	$ 21.10
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	$ 21.84
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	$ 19.87
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	$ 21.84
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	$ 18.00
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	$ 18.01
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	$ 12.57
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	$ 18.01
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	$ 43.43
Blackinton A2904 / 1 Bugle, Gold	20	EA	$ 24.84
Blackinton A2902 / 3 Bugle, Gold	10	EA	$ 27.15
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	$ 38.50
Blackinton A1962DE / gold bugles/red enamel	8	EA	$ 62.88
Blackinton A1962 /gold bugles gold rays	4	EA	$ 24.00
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	$ 42.00
Blackinton A2815DE /gold bugles/red enamel	2	EA	$ 64.79

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	$ 74.35
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	$ 69.09
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager	3	EA	$ 110.82

BREVARD COUNTY FIRE RESCUE			

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	$ 25.41
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	$ 21.94
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 25.41
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 24.32
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	$ 24.66
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	$ 64.79
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	$ 64.79

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	$ 13.52
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	$ 13.52

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	$ 13.95

TOTAL PRICE LOT VI $ 1,277.63

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

NO BIDDING THIS LOT

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40		$ -		Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300		$ -	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions"**colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50		$ -		Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80		$ -	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25		$ -	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL ***no substitutions*** Screenprint	100		$ -		Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150		$ -		Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650		$ -		Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24		$ -		Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120		$ -		Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	120		$ -		Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	12		$ -		Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200		$ -		Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50		$ -		Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50		$ -		Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50		$ -		Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46		$ -		Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10		$ -		Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	1500		$ -	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	300		$ -	Glidan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200		$ -		mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	1500		$ -	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300		$ -		Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100		$ -	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	60		$ -	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	1500		$ -		ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		ladies long sleeve 3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution***	15		$ -	Nike Gold Tech Sport no	ocean rescue

266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black				substitutions	
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500		$ -	Port Authority K100 No substitutions	Mens' Polo s-xl
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	50		$ -	Port Authority TLK100 No substitutions	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	100		$ -	Port Authority L100 No substitutions	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	1500		$ -	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	500		$ -	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	30		$ -	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30		$ -	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20		$ -	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	40		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	30		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60		$ -		

TOTAL PRICE LOT VII $ -

STATION WEAR ******ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED******		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800	$ 34.38	$ 61,884.00	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100	$ 34.38	$ 3,438.00	AMWEAR T 7511
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100	$ 34.38	$ 3,438.00	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30	$ 34.38	$ 1,031.40	AMWEAR T7511
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20	$ 73.00	$ 1,460.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20	$ 73.00	$ 1,460.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100	$ 39.00	$ 3,900.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20	$ 39.00	$ 780.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10	$ 39.00	$ 390.00	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6	$ 39.00	$ 234.00	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100	$ 34.92	$ 3,492.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40	$ 34.92	$ 1,396.80	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20	$ 34.92	$ 698.40	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5	$ 34.92	$ 174.60	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

LOT I TOTAL:				$ 83,777.20	
LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20	$ 112.33	$ 2,246.60	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20	$ 362.05	$ 7,241.00	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	20	$ 85.00	$ 1,700.00	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	20	$ 85.00	$ 1,700.00	Keystone R-8(149) ***"No Substitution"***
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1	$ 15.00		
28	Patch Removal	1	$ 10.00		
29	Zipper Replacement	1	$ 15.00		
30	Hole Patching: < 3/8" diameter	1	$ 10.00		
31	Button Replacement	1	$ 25.00		
32	Maltese Cross	1	$ 25.00		
33	Striping (rank) Change	1	$ 30.00		
LOT II TOTAL:				$ 13,017.60	
LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50		$ -	
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50		$ -	
35	Tie: Four-In-Hand, Poly/Wool	50		$ -	
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50		$ -	
37	*Ladies* Tie(BLACK): Cross-Over, button snap	25		$ -	
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50		$ -	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**

39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	150		$ -	Rocky Alpha-Force, #2173. ***"No Substitutions"***
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150		$ -	5.11 Company Boot 3.0, #12420. **"No Substitutions"**
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150		$ -	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***
LOT III TOTAL:				$ -	NO BID

LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure	1	$ 865.00	$ 865.00	UNITED UM18001 BCFRDB
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure	1	$ 175.00	$ 175.00	UNITED UM18000 BCFRTR
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert	1	$ 80.00	$ 80.00	KEYSTONE R8149BK BCFRC
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining		$ 60.00	$ 60.00	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1	$ 65.00	$ 65.00	Item# E00007 S200
46	Custom Shoulder Emblem: 3.5” x 4” Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse	1	$ 5.00	$ 5.00	BCFREMB
LOT IV TOTAL:				$ 1,250.00	

LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***

47	PATCH: Fire Department	500		$ -	
48	PATCH: Dress	50		$ -	
49	PATCH: Dress Retirement	30		$ -	
50	PATCH: Ocean Rescue	500		$ -	
51	PATCH: Florida Paramedic w/blue border	250		$ -	
52	PATCH: Florida EMT	100		$ -	
53	PATCH: First Responder	50		$ -	
54	PATCH: Honor Guard	10		$ -	
LOT V TOTAL:				$ -	
				NO BID	
GRAND TOTAL: Lot I-V				**$ 98,044.80**	

Discount off Catalogue Price **20%**

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for

prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: _____ N/A

Does company accept Automated Clearing House (ACH) payments? YES

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum Nc	1	3/5/2025
Addendum Nc	2	3/13/2025

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: _____IN UNISON
Authorized Signature: _____
Printed Na KRYS BANKER
Phone: ___ 3212957293 Fax: _____ N/A
Email Addr KRYS@INUNISONAPPAREL.COM

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	
Blackinton A2904 / 1 Bugle, Gold	20	EA	
Blackinton A2902 / 3 Bugle, Gold	10	EA	
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	
Blackinton A1962DE / gold bugles/red enamel	8	EA	
Blackinton A1962 /gold bugles gold rays	4	EA	
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	
Blackinton A2815DE /gold bugles/red enamel	2	EA	

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager	3	EA	

BREVARD COUNTY FIRE RESCUE			

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	

TOTAL PRICE LOT VI $ -

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40		$ -		Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300		$ -	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions"**colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50		$ -		Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80		$ -	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25		$ -	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL ***no substitutions*** Screenprint	100		$ -		Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150		$ -		Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650		$ -		Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24		$ -		Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120		$ -		Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	120		$ -		Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	12		$ -		Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200		$ -		Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50		$ -		Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50		$ -		Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50		$ -		Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46		$ -		Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10		$ -		Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	1500		$ -	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	300		$ -	Glidan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200		$ -		mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	1500		$ -	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300		$ -		Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100		$ -	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	60		$ -	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	1500		$ -		ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		ladies long sleeve 3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution***	15		$ -	Nike Gold Tech Sport no	ocean rescue

266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black				substitutions	
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500		$ -	Port Authority K100 No substitutions	Mens' Polo s-xl
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	50		$ -	Port Authority TLK100 No substitutions	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	100		$ -	Port Authority L100 No substitutions	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	1500		$ -	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	500		$ -	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	30		$ -	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30		$ -	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20		$ -	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	40		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	30		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60		$ -		

TOTAL PRICE LOT VII $ -

STATION WEAR ******ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED******		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800	$45.52	$ 81,936.00	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100	$37.73	$ 3,773.00	**Tact Squad T7512**
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100	$45.52	$ 4,552.00	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30	$37.73	$ 1,131.90	**Tact Squad T7512W**
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20	$103.61	$ 2,072.20	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20	$103.61	$ 2,072.20	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100	$67.91	$ 6,791.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20	$67.91	$ 1,358.20	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10	$67.91	$ 679.10	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6	$67.91	$ 407.46	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100	$61.76	$ 6,176.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40	$61.76	$ 2,470.40	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20	$61.76	$ 1,235.20	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5	$61.76	$ 308.80	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
LOT I TOTAL:				$ 114,963.46	
LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20	$153.36	$ 3,067.20	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20	$484.38	$ 9,687.60	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical	20	$106.65	$ 2,133.00	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	20	$106.65	$ 2,133.00	Keystone R-8(149) ***"No Substitution"***
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1	$7.50		
28	Patch Removal	1	$20.00		
29	Zipper Replacement	1	$20.00		
30	Hole Patching: < 3/8" diameter	1	$20.00		
31	Button Replacement	1	$10.00		
32	Maltese Cross	1	$10.00		
33	Striping (rank) Change	1	$20.00		
LOT II TOTAL:				$ 17,128.30	
LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50	$30.29	$ 1,514.50	Dutyman 5121U
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50	$48.53	$ 2,426.50	Boston 6505
35	Tie: Four-In-Hand, Poly/Wool	50	$13.16	$ 658.00	Samuel Broome -45135-BLK
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50	$13.16	$ 658.00	Samuel Broome-45055-BLK

37	*Ladies* Tie(BLACK): Cross-Over, button snap	25	$13.16	$ 329.00	Samuel Broome -45165-BLK
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50	$113.40	$ 5,670.00	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**
39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	150	$112.05	$ 16,807.50	Rocky Alpha-Force, #2173. ***"No Substitutions"***
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$104.06	$ 15,609.00	5.11 Company Boot 3.0, #12420. **"No Substitutions"**
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$117.45	$ 17,617.50	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***
LOT III TOTAL:				$ 61,290.00	
LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure	1	$840.00	$ 840.00	Tact Squad - UM18001
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure	1	$170.00	$ 170.00	Tact Squad - UM18000
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert	1	$80.00	$ 80.00	Keystone R149
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining	1	$67.50	$ 67.50	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1	$68.24	$ 68.24	Bates E01842-E00007
46	Custom Shoulder Emblem: 3.5” x 4” Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse	1	$7.50	$ 7.50	
LOT IV TOTAL:				$ 1,233.24	
LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***					
47	PATCH: Fire Department	500		$5.50	
48	PATCH: Dress	50		$5.50	
49	PATCH: Dress Retirement	30		$5.50	
50	PATCH: Ocean Rescue	500		$5.50	

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

51	PATCH: Florida Paramedic w/blue border	250		$ 5.50 -	
52	PATCH: Florida EMT	100		$ 5.50 -	
53	PATCH: First Responder	50		$ 5.50 -	
54	PATCH: Honor Guard	10		$ 5.50 -	
LOT V TOTAL:				$ 44.00-	

GRAND TOTAL: Lot I-V $ 194,659.00

Discount off Catalogue Price % 15

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: N/A

Does company accept Automated Clearing House (ACH) payments? X YES or □NO

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No. 1 Date 03/05/2025

Addendum No. 2 Date 03/17/2025

Addenddum 3 Date 03/17/2025

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: Global Trading,Inc.

Authorized Signature: _____

Printed Name: Viraj Wikramanayake

Phone: 305-471-4455 Fax: 305-471-5537

Email Address: accounting@gtim.com

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	$ 76.21
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	$ 83.30
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	$ 114.41

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	$27.27
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	$27.95
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	$25.99
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	$27.95
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	$24.23
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	$24.23
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	$18.97
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	$24.23
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	$47.59
Blackinton A2904 / 1 Bugle, Gold	20	EA	$30.38
Blackinton A2902 / 3 Bugle, Gold	10	EA	$30.38
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	$47.59
Blackinton A1962DE / gold bugles/red enamel	8	EA	$62.10
Blackinton A1962 /gold bugles gold rays	4	EA	$30.71
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	$47.59
Blackinton A2815DE /gold bugles/red enamel	2	EA	$67.84

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	$ 83.30
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	$ 76.21
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager BREVARD COUNTY FIRE RESCUE	3	EA	$ 114.41

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	$ 30.71
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	$ 30.71
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 30.71
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 30.71
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	$ 30.71
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	$ 67.84
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	$ 67.84

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	$ 19.10
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	$ 19.10

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	$ 19.10

TOTAL PRICE LOT VI $ 1,459.37

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40	$ 21.59	$ 863.60	CP91-port & company	Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300	$ 26.31	$ 7,893.00	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions*** colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50	$ 42.98	$ 2,149.00	Gildan 18600 S-XL	Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80	$ 45.83	$ 3,666.40	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25	$ 45.83	$ 1,145.75	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL *** no substitutions*** Screenprint	100	$ 25.81	$ 2,581.00	Gildan 18200 -S-XL Navy	Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150	$ 14.76	$ 2,214.00	Hanes Men's Performance Tank,Hanes O42MT	Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100	$ 14.72	$ 1,472.00	**Hanes Cool Upf 50 - Hanes 4820**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100	$ 21.37	$ 2,137.00	**Hanes Cool Upf 50- Hanes 482L**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650	$ 18.48	$ 12,012.00	Jerzees 363m	Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24	$ 21.34	$ 512.16	Jerzees 363m	Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120	$ 22.32	$ 2,678.40	Port & company PC61LS	Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	120	$ 22.02	$ 2,642.40	port & company PC450LS	Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	12	$ 24.37	$ 292.44	port & company PC450LS	Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200	$ 62.10	$ 12,420.00	ANETIK Tech Hoody	Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50	$ 72.23	$ 3,611.50	ANETIK ROAM TECH PANT	Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50	$ 79.65	$ 3,982.50	ANETIK Technician Button Up	Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50	$ 107.99	$ 5,399.50	Port Authority J332	Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46	$ 42.98	$ 1,977.08	Gildan 18600	Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10	$ 47.05	$ 470.50	Gildan 18600	Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	1500	$ 19.17	$ 28,755.00	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	300	$ 22.87	$ 6,861.00	Glidan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200	$ 22.30	$ 4,460.00	Port & company PC55T	mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	1500	$ 23.33	$ 34,995.00	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100	$ 24.69	$ 2,469.00	Port & company PC455LS	Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300	$ 23.19	$ 6,957.00	PC55LST Port & company	Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100	$ 19.36	$ 1,936.00	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	60	$ 22.54	$ 1,352.40	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	1500	$ 21.97	$ 32,955.00	Port & company LPC54LS	ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**:	100	$ 26.01	$ 2,601.00	Port & company LPC54LS	ladies long sleeve

long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White					3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution*** 266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black (prices submitted for	15	$ 51.30	**$ 769.50**	Nike Gold Tech Sport no substitutions-Nike 266998-S-XL	ocean rescue
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500	$ 28.34	**$ 42,510.00**	Port Authority K100 No substitutions	Mens' Polo s-xl
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300	$ 33.06	**$ 9,918.00**	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200	$ 31.04	**$ 6,208.00**	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	50	$ 34.41	**$ 1,720.50**	Port Authority TLK100 No substitutions-5XLT size	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300	$ 28.34	**$ 8,502.00**	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	100	$ 33.06	**$ 3,306.00**	Port Authority L100 No substitutions (Please note K100 is Men's po	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	1500	$ 41.84	**$ 62,760.00**	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	500	$ 45.44	**$ 22,720.00**	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200	$ 44.54	**$ 8,908.00**	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	30	$ 47.97	**$ 1,439.10**	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	30	$ 37.79	**$ 1,133.70**	Cornerstone Polo CS412 no substitution	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	30	$ 42.51	**$ 1,275.30**	Cornerstone Polo CS412 no substitution	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30	$ 40.49	**$ 1,214.70**	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20	$ 43.86	**$ 877.20**	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	40	$ 41.84	**$ 1,673.60**	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	30	$ 45.44	**$ 1,363.20**	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60	$ 87.74	**$ 5,264.40**	CornerStone-CSJ75	

TOTAL PRICE LOT VII **$ 375,024.83**

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	$ 62.00
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	$ 68.00
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	$ 95.70

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	$ 12.00
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	$ 12.00
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	$ 12.00
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	$ 12.00
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	$ 15.50
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	$ 15.50
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	$ 11.00
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	$ 15.50
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	$ 37.50
Blackinton A2904 / 1 Bugle, Gold	20	EA	$ 23.50
Blackinton A2902 / 3 Bugle, Gold	10	EA	$ 23.50
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	$ 37.50
Blackinton A1962DE / gold bugles/red enamel	8	EA	$ 55.30
Blackinton A1962 /gold bugles gold rays	4	EA	$ 21.50
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	$ 36.30
Blackinton A2815DE /gold bugles/red enamel	2	EA	$ 55.30

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	$ 68.00
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	$ 62.00
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager BREVARD COUNTY FIRE RESCUE	3	EA	$ 95.70

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	$ 21.50
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	$ 21.50
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 21.00
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 21.50
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	$ 21.50
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	$ 55.30
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	$ 55.30

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silver** w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	$ 11.15
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	$ 11.15

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	$ 11.15

TOTAL PRICE LOT VI $ 1,098.35

Oaks Wholesale Dist.
259 Gus Hipp Blvd.
Rockledge, FL 32955

Nicole Wellwood
3/17/25

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

	STATION WEAR ******ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED******	QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800	$ 38.07	$ 68,526.00	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100	$ 52.81	$ 5,281.00	
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100	$ 38.07	$ 3,807.00	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30	$ 52.81	$ 1,584.30	
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20	$ 90.45	$ 1,809.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20	$ 92.03	$ 1,840.60	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100	$ 45.14	$ 4,514.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20	$ 56.38	$ 1,127.60	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10	$ 45.14	$ 451.40	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6	$ 56.39	$ 338.34	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100	$ 42.30	$ 4,230.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40	$ 52.84	$ 2,113.60	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20	$ 39.47	$ 789.40	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5	$ 49.31	$ 246.55	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

LOT I TOTAL:				$ 96,658.79	
LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20	$ 136.11	$ 2,722.20	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20	$ 434.55	$ 8,691.00	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	20	$ 67.57	$ 1,351.40	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	20	$ 67.57	$ 1,351.40	Keystone R-8(149) ***"No Substitution"***
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1	$ 10.00		
28	Patch Removal	1	$ 1.00		
29	Zipper Replacement	1	$ 10.00		
30	Hole Patching: < 3/8" diameter	1	$ 6.00		
31	Button Replacement	1	$ 3.00		
32	Maltese Cross	1	$ 3.00		
33	Striping (rank) Change	1	$ 45.00		
LOT II TOTAL:				$ 14,194.00	
LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50	$ 23.31	$ 1,165.50	
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50	$ 25.69	$ 1,284.50	
35	Tie: Four-In-Hand, Poly/Wool	50	$ 6.93	$ 346.50	
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50	$ 6.07	$ 303.50	
37	*Ladies* Tie(BLACK): Cross-Over, button snap	25	$ 5.64	$ 141.00	
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50	$ 108.11	$ 5,405.50	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**

39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	150	$ 102.70	$ 15,405.00	Rocky Alpha-Force, #2173. ***"No Substitutions"***
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$ 101.11	$ 15,166.50	5.11 Company Boot 3.0, #12420. **"No Substitutions"**
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150	$ 112.16	$ 16,824.00	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***
LOT III TOTAL:				$ 56,042.00	

LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure	1	$ 753.42	$ 753.42	
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure	1	$ 205.48	$ 205.48	
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert	1	$ 80.82	$ 80.82	
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining		$ 57.43	$ -	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1	$ 66.22	$ 66.22	Item# E00007
46	Custom Shoulder Emblem: 3.5" x 4" Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse	1	$ 7.43	$ 7.43	
LOT IV TOTAL:				$ 1,113.37	

LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***

47	PATCH: Fire Department	500	1.46	$ 730.00	
48	PATCH: Dress	50	3.34	$ 167.00	
49	PATCH: Dress Retirement	30	4.86	$ 145.80	
50	PATCH: Ocean Rescue	500	1.39	$ 695.00	
51	PATCH: Florida Paramedic w/blue border	250	2.39	$ 597.50	
52	PATCH: Florida EMT	100	2.39	$ 239.00	
53	PATCH: First Responder	50	3.34	$ 167.00	
54	PATCH: Honor Guard	10	7.86	$ 78.60	
LOT V TOTAL:				$ 2,819.90	

GRAND TOTAL: Lot I-V **$ 170,828.06**

Discount off Catalogue Price **16%**

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for

prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: _____ N/A

Does company accept Automated Clearing House (ACH) payments? □YES or □N YES

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No 1 Date _____

Addendum No. _____ Date _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: _____ Read's Uniforms

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	$ 64.33
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	$ 71.33
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	$ 106.33

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	$ 39.48
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	$ 40.78
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	$ 37.01
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	$ 40.78
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	$ 16.82
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	$ 16.82
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	$ 11.75
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	$ 16.82
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	$ 18.51
Blackinton A2904 / 1 Bugle, Gold	20	EA	$ 25.00
Blackinton A2902 / 3 Bugle, Gold	10	EA	$ 25.00
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	$ 18.51
Blackinton A1962DE / gold bugles/red enamel	8	EA	$ 58.77
Blackinton A1962 /gold bugles gold rays	4	EA	$ 23.05
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	$ 23.05
Blackinton A2815DE /gold bugles/red enamel	2	EA	$ 58.77

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	$ 71.33
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	$ 64.33
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager	3	EA	$ 106.33

BREVARD COUNTY FIRE RESCUE			

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	$ 23.05
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	$ 23.05
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 22.73
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 23.05
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	$ 23.05
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	$ 58.77
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	$ 58.77

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	$ 25.07
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	$ 25.07

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	$ 25.07

TOTAL PRICE LOT VI $ 1,262.58

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40		$ -		Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300		$ -	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions"**colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50		$ -		Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80		$ -	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25		$ -	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL ***no substitutions*** Screenprint	100		$ -		Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150		$ -		Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650		$ -		Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24		$ -		Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120		$ -		Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	120		$ -		Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	12		$ -		Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200		$ -		Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50		$ -		Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50		$ -		Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50		$ -		Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46		$ -		Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10		$ -		Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	1500		$ -	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	300		$ -	Gildan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200		$ -		mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	1500		$ -	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300		$ -		Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100		$ -	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	60		$ -	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	1500		$ -		ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		ladies long sleeve 3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution***	15		$ -	Nike Gold Tech Sport no	ocean rescue

266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black				substitutions	
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500		$ -	Port Authority K100 No substitutions	Mens' Polo s-xl
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	50		$ -	Port Authority TLK100 No substitutions	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	100		$ -	Port Authority L100 No substitutions	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	1500		$ -	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	500		$ -	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	30		$ -	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30		$ -	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20		$ -	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	40		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	30		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60		$ -		
TOTAL PRICE LOT VII			$ -		

STATION WEAR ***ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800	$ 43.98	$ 79,164.00	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100	$ 49.00	$ 4,900.00	
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100	$ 43.98	$ 4,398.00	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30	$ 49.00	$ 1,470.00	
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20	$ 145.50	$ 2,910.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20	$ 145.50	$ 2,910.00	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100	$ 69.99	$ 6,999.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20	$ 72.60	$ 1,452.00	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10	$ 72.60	$ 726.00	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6	$ 72.60	$ 435.60	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100	$ 59.99	$ 5,999.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40	$ 63.50	$ 2,540.00	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20	$ 63.50	$ 1,270.00	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5	$ 63.50	$ 317.50	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

LOT I TOTAL:			
			$ 115,491.10

LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20	$ 189.60	$ 3,792.00	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20	$ 492.57	$ 9,851.40	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	20	$ -	$ -	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable, Cushioned sweatband	20	$ -	$ -	Keystone R-8(149)
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1	$ 20.00		
28	Patch Removal	1	$ 12.00		
29	Zipper Replacement	1	$ 23.00		
30	Hole Patching: < 3/8" diameter	1	$ 15.00		
31	Button Replacement	1	$ 13.00		
32	Maltese Cross	1	$ 14.00		
33	Striping (rank) Change	1	$ 26.00		
LOT II TOTAL:				$ 13,766.40	

LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50	$ -	$ -	need part number
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50	$ 31.99	$ 1,599.50	
35	Tie: Four-In-Hand, Poly/Wool	50	$ 19.95	$ 997.50	
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50	$ 16.95	$ 847.50	
37	*Ladies* Tie(BLACK): Cross-Over, button snap	25	$ 16.95	$ 423.75	
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50	$ -	$ -	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**
39	Boots (STATION)men's, 8" zipper, waterproof.	150	$ -	$ -	Rocky Alpha-Force, #2172
40	Boots (STATION)men's, slip on, composite	150	$ 119.00	$ 17,850.00	5.11 Company Boot 3.0, #12420
41	Boots (STATION)men's, 8" Side Zip Jump	150	$ -	$ -	Thorogood #834-6888/8" Side Zip Jump **"No**
LOT III TOTAL:				$ 21,718.25	

LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing	1		$ -	need part number
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal	1		$ -	need part number

43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned	1		$ -	need part number
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining		$ -	$ -	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1	$ -	$ -	Item# E00007
46	Custom Shoulder Emblem: 3.5" x 4" Shield	1		$ -	need part number
LOT IV TOTAL:				$ -	

LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***

47	PATCH: Fire Department	500	12	$ 6,000.00	
48	PATCH: Dress	50	12	$ 600.00	
49	PATCH: Dress Retirement	30	12	$ 360.00	
50	PATCH: Ocean Rescue	500	12	$ 6,000.00	
51	PATCH: Florida Paramedic w/blue border	250	12	$ 3,000.00	
52	PATCH: Florida EMT	100	12	$ 1,200.00	
53	PATCH: First Responder	50	12	$ 600.00	
54	PATCH: Honor Guard	10	12	$ 120.00	
LOT V TOTAL:				$ 17,880.00	

GRAND TOTAL: Lot I-V **$ 168,855.75**

Discount off Catalogue Price **%**

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: __2% discount if paid within 10 business days via ACH deposit_____

Does company accept Automated Clearing House (ACH) payments? □XXYES or □NO

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: _____

Authorized Signature: _____

Printed Name: _____

Phone: _____ Fax: _____

Email Address: _____

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	$ 86.75
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	$ 95.50
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	$ 128.92

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	$ 26.33
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	$ 26.33
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	$ 24.75
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	$ 26.33
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	$ 22.58
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	$ 22.58
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	$ 16.08
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	$ 16.08
background	10	EA	$ 53.08
Blackinton A2904 / 1 Bugle, Gold	20	EA	$ 31.48
Blackinton A2902 / 3 Bugle, Gold	10	EA	$ 33.08
background	2	EA	$ 53.08
Blackinton A1962DE / gold bugles/red enamel	8	EA	$ 76.42
Blackinton A1962 /gold bugles gold rays	4	EA	$ 30.58
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	$ 53.08
Blackinton A2815DE /gold bugles/red enamel	2	EA	$ 76.42

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	$ 90.77
Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	$ 82.47
Florida Seal Lettering: Dipsatch Supervisor or Communications Manager BREVARD COUNTY FIRE RESCUE	3	EA	$ 133.92

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912	15	EA	$ 30.58

Center: 1 Bugle/w/screw back attachment			
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	$ 30.58
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 30.58
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	$ 30.58
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	$ 30.58
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	$ 69.33
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	$ 69.33

Name Plates	**Est Quantity**	**UOM**	**Unit Price**
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	$ 16.25
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	$ 16.25

Speciality Items	**Est Quantity**	**UOM**	**Unit Price**
J 9 Retired name plates/ gold / rhodium Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	$ 16.25

TOTAL PRICE LOT VI $ 1,546.92

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40	$ 9.99	$ 399.60	CP91	Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300	$ 13.99	$ 4,197.00	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions***colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50	$ 39.97	$ 1,998.50		Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80	$ 27.00	$ 2,160.00	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25	$ 39.95	$ 998.75	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL ***no substitutions*** Screenprint	100	$ 19.99	$ 1,999.00		Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150		$ -	*not availabale from suppliers	Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100	$ 12.98	$ 1,298.00	**Hanes Cool Upf 50**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100	$ 19.95	$ 1,995.00	**Hanes Cool Upf 50**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650	$ 10.45	$ 6,792.50	PC54	Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24	$ 14.45	$ 346.80	PC54	Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120	$ 18.99	$ 2,278.80	PC54LS	Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on***	120	$ 16.99	$ 2,038.80	PC54LS	Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on	12	$ 20.99	$ 251.88		Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200	$ 64.99	$ 12,998.00		Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50	$ 72.99	$ 3,649.50		Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50	$ 79.99	$ 3,999.50		Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50	$ 124.98	$ 6,249.00		Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46	$ 32.99	$ 1,517.54		Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10	$ 37.99	$ 379.90		Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back	1500	$ 7.69	$ 11,535.00	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back	300	$ 11.69	$ 3,507.00	Glidan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL- Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200	$ 12.99	$ 2,598.00		mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back	1500	$ 10.99	$ 16,485.00	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back.	100	$ 14.99	$ 1,499.00		Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300	$ 13.60	$ 4,080.00	PC55LST	Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100	$ 12.40	$ 1,240.00	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back.	60	$ 17.40	$ 1,044.00	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back	1500	$ 11.99	$ 17,985.00		ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back.	100	$ 17.99	$ 1,799.00		ladies long sleeve 3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution*** 266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black	15	$ -	$ -	Nike Gold Tech Sport no substitutions *Tall not available in this style	ocean rescue
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500	$ 14.99	$ 22,485.00	Port Authority K100 No substitutions	Mens' Polo s-xl

34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	300	$ 22.99	**$ 6,897.00**	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	200	$ 21.99	**$ 4,398.00**	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	50	$ 23.99	**$ 1,199.50**	Port Authority TLK100 No substitutions	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	300	$ 14.99	**$ 4,497.00**	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	100	$ 22.99	**$ 2,299.00**	Port Authority L100 No substitutions	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500	$ 34.99	**$ 52,485.00**	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** clips at center placket and shoulders, reinforced dual pen pockets on left Embroidery: full-color logo w/1 color dept/title name (above)	500	$ 33.64	**$ 16,820.00**	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** clips at center placket and shoulders, reinforced dual pen pockets on left Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	200	$ 38.99	**$ 7,798.00**	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** clips at center placket and shoulders, reinforced dual pen pockets on left Embroidery: full-color logo w/1 color dept/title name (above)	30	$ 40.64	**$ 1,219.20**	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full	30	$ 35.98	**$ 1,079.40**	Cornerstone Polo CS412 no	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full	30	$ 41.98	**$ 1,259.40**	Cornerstone Polo CS412 no	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** clips at center placket and shoulders, reinforced dual pen pockets on left full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30	$ 39.98	**$ 1,199.40**	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** clips at center placket and shoulders, reinforced dual pen pockets on left full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20	$ 41.98	**$ 839.60**	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color	40	$ 39.98	**$ 1,599.20**	Cornerstone Polos CS411	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL;	30	$ 44.98	**$ 1,349.40**	Cornerstone Polos CS411	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60	$ 59.97	**$ 3,598.20**	J317	

TOTAL PRICE LOT VII **$ 248,342.37**

B-2-25-37/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

			Design Lab Inc	Galls LLC	Global Trading Inc.	Inunison Apparel	Oaks International Trading	Read's Uniforms LLC	Woodland & Rich
LOT I: Station Wear		BRAND/STYLE							
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***	No Bid	$ 41.00	$45.52	$ 34.38	No Bid	$ 38.07	$ 43.98
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black		No Bid	$ 48.00	$37.73	$ 34.38	No Bid	$ 52.81	$ 49.00
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***	No Bid	$ 41.00	$45.52	$ 34.38	No Bid	$ 38.07	$ 43.98
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black		No Bid	$ 48.00	$37.73	$ 34.38	No Bid	$ 52.81	$ 49.00
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***	No Bid	$ 92.00	$103.61	$ 73.00	No Bid	$ 90.45	$ 145.50
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***	No Bid	$ 92.00	$103.61	$ 73.00	No Bid	$ 92.03	$ 145.50
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***	No Bid	$ 50.00	$67.91	$ 39.00	No Bid	$ 45.14	$ 69.99
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***	No Bid	$ 50.00	$67.91	$ 39.00	No Bid	$ 56.38	$ 72.60
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***	No Bid	$ 50.00	$67.91	$ 39.00	No Bid	$ 45.14	$ 72.60
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***	No Bid	$ 50.00	$67.91	$ 39.00	No Bid	$ 56.39	$ 72.60

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13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***	No Bid	$ 45.00	$61.76	$ 34.92	No Bid	$ 42.30	$ 59.99
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***	No Bid	$ 45.00	$61.76	$ 34.92	No Bid	$ 52.84	$ 63.50
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***	No Bid	$ 45.00	$61.76	$ 34.92	No Bid	$ 39.47	$ 63.50
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***	No Bid	$ 45.00	$61.76	$ 34.92	No Bid	$ 49.31	$ 63.50

LOT II: Dress Uniform *US NAVY OFFICER BLUE*		BRAND/STYLE							
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	Fechheimer 28P8696 ***"No Substitution"***	No Bid	$ 138.00	$153.36	$ 112.33	No Bid	$ 136.11	$ 189.60
24	Jacket	Fechheimer 17B8696C ***"No Substitution"***	No Bid	$ 408.00	$484.38	$ 362.05	No Bid	$ 434.55	$ 492.57
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	Keystone R-8B (244) ***"No Substitution"***	No Bid	$ 87.00	$106.65	$ 85.00	No Bid	$ 67.57	No Bid
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	Keystone R-8(149) ***"No Substitution"***	No Bid	$ 87.00	$106.65	$ 85.00	No Bid	$ 67.57	No Bid

ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS								
27	Hemming: Pants	No Bid	$ 4.00	$7.50	$ 15.00	No Bid	$ 10.00	$ 20.00
28	Patch Removal	No Bid	$ 3.51	$20.00	$ 10.00	No Bid	$ 1.00	$ 12.00
29	Zipper Replacement	No Bid	$ 7.02	$20.00	$ 15.00	No Bid	$ 10.00	$ 23.00
30	Hole Patching: < 3/8" diameter	No Bid	$ 10.80	$20.00	$ 10.00	No Bid	$ 6.00	$ 15.00
31	Button Replacement	No Bid	$ 7.02	$10.00	$ 25.00	No Bid	$ 3.00	$ 13.00

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32	Maltese Cross		No Bid	$ 3.78	$10.00	$ 25.00	No Bid	$ 3.00	$ 14.00
33	Striping (rank) Change		No Bid	$ 7.02	$20.00	$ 30.00	No Bid	$ 45.00	$ 26.00
LOT III: Accessories									
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	Dutyman 5121U	$ 25.45	$ 38.00	$30.29	No Bid	No Bid	$ 23.31	No Bid
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	Dutyman 1611	$ 23.75	$ 21.00	$48.53	No Bid	No Bid	$ 25.69	$ 31.99
35	Tie: Four-In-Hand, Poly/Wool	Samuel Broome 45140	$ 7.65	$ 5.38	$13.16	No Bid	No Bid	$ 6.93	$ 19.95
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	Samuel Broome 45055, 45033, 45015, 45045	$ 7.85	$ 5.35	$13.16	No Bid	No Bid	$ 6.07	$ 16.95
37	*Ladies* Tie(BLACK): Cross-Over, button snap	Samuel Broome 45165	$ 6.45	$ 4.40	$13.16	No Bid	No Bid	$ 5.64	$ 16.95
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**	$ 109.85	$ 124.20	$113.40	No Bid	No Bid	$ 108.11	No Bid
39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	Rocky Alpha-Force, #2173. ***"No Substitutions"***	$ 104.80	$ 114.80	$112.05	No Bid	No Bid	$ 102.70	No Bid
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	5.11 Company Boot 3.0, #12420. **"No Substitutions"**	$ 102.15	$ 104.00	$104.06	No Bid	No Bid	$ 101.11	$ 119.00
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***	$ 113.90	$ 129.03	$117.45	No Bid	No Bid	$ 112.16	No Bid
LOT IV: BCFR Honor Guard Uniform		BRAND/STYLE							
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure		No Bid	$ 900.00	$840.00	$ 865.00	No Bid	$ 753.42	No Bid

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42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure		No Bid	$ 235.00	$170.00	$ 175.00	No Bid	$ 205.48	No Bid
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert		No Bid	$ 92.19	$80.00	$ 80.00	No Bid	$ 80.82	No Bid
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining	Item #; PL4031UC	No Bid	$ 54.10	$67.50	$ 60.00	No Bid	$ 57.43	No Bid
45	Shoes: Bates Clarino with Leather Bottom	Item# E00007	No Bid	$ 72.21	$68.24	$ 65.00	No Bid	$ 66.22	No Bid
46	Custom Shoulder Emblem: 3.5" x 4" Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse		No Bid	$ 3.00	$7.50	$ 5.00	No Bid	$ 7.43	No Bid
LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: *www.flpatch.com*									
47	PATCH: Fire Department		No Bid	$ 2.50	$ 5.50	No Bid	No Bid	$ 1.46	$ 12.00
48	PATCH: Dress		No Bid	$ 3.50	$ 5.50	No Bid	No Bid	$ 3.34	$ 12.00
49	PATCH: Dress Retirement		No Bid	$ 3.50	$ 5.50	No Bid	No Bid	$ 4.86	$ 12.00
50	PATCH: Ocean Rescue		No Bid	$ 2.50	$ 5.50	No Bid	No Bid	$ 1.39	$ 12.00
51	PATCH: Florida Paramedic w/blue border		No Bid	$ 1.69	$ 5.50	No Bid	No Bid	$ 2.39	$ 12.00
52	PATCH: Florida EMT		No Bid	$ 3.50	$ 5.50	No Bid	No Bid	$ 2.39	$ 12.00
53	PATCH: First Responder		No Bid	$ 3.50	$ 5.50	No Bid	No Bid	$ 3.34	$ 12.00
54	PATCH: Honor Guard		No Bid	$ 3.00	$ 5.50	No Bid	No Bid	$ 7.86	$ 12.00
DISCOUNT OFF CATALOG PRICING				20%	15%	15%	20%	?	16%	15%

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	Design Lab Inc	Galls LLC	Global Trading Inc.	Inunison Apparel	Oaks International Trading	Read's Uniforms LLC	Woodland & Rich
BADGES							
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT	No Bid	$ 67.06	$ 76.21	No Bid	$ 62.00	$ 64.33	$ 86.75
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief	No Bid	$ 74.35	$ 83.30	No Bid	$ 68.00	$ 71.33	$ 95.50
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager	No Bid	$ 110.82	$ 114.41	No Bid	$ 95.70	$ 106.33	$ 128.92
COLLAR BRASS							
Blackinton Collar Brass #A2909/1 Bugle, GOLD	No Bid	$ 21.10	$ 27.27	No Bid	$ 12.00	$ 39.48	$ 26.33
Blackinton Collar Brass #A2907/3 Bugles, GOLD	No Bid	$ 21.84	$ 27.95	No Bid	$ 12.00	$ 40.78	$ 26.33
Blackinton Collar Brass #A2907/3 Bugles, SILVER	No Bid	$ 19.87	$ 25.99	No Bid	$ 12.00	$ 37.01	$ 24.75
Blackinton Collar Brass #A2906/4 Bugles, GOLD	No Bid	$ 21.84	$ 27.95	No Bid	$ 12.00	$ 40.78	$ 26.33
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	No Bid	$ 18.00	$ 24.23	No Bid	$ 15.50	$ 16.82	$ 22.58
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	No Bid	$ 18.01	$ 24.23	No Bid	$ 15.50	$ 16.82	$ 22.58
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	No Bid	$ 12.57	$ 18.97	No Bid	$ 11.00	$ 11.75	$ 16.08
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	No Bid	$ 18.01	$ 24.23	No Bid	$ 15.50	$ 16.82	$ 16.08
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	No Bid	$ 43.43	$ 47.59	No Bid	$ 37.50	$ 18.51	$ 53.08
Blackinton A2904 / 1 Bugle, Gold	No Bid	$ 24.84	$ 30.38	No Bid	$ 23.50	$ 25.00	$ 31.48
Blackinton A2902 / 3 Bugle, Gold	No Bid	$ 27.15	$ 30.38	No Bid	$ 23.50	$ 25.00	$ 33.08
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	No Bid	$ 38.50	$ 47.59	No Bid	$ 37.50	$ 18.51	$ 53.08
Blackinton A1962DE / gold bugles/red enamel	No Bid	$ 62.88	$ 62.10	No Bid	$ 55.30	$ 58.77	$ 76.42
Blackinton A1962 /gold bugles gold rays	No Bid	$ 24.00	$ 30.71	No Bid	$ 21.50	$ 23.05	$ 30.58
Blackinton A2547 w/A2905 applied gold bugles/red enamel	No Bid	$ 42.00	$ 47.59	No Bid	$ 36.30	$ 23.05	$ 53.08
Blackinton A2815DE /gold bugles/red enamel	No Bid	$ 64.79	$ 67.84	No Bid	$ 55.30	$ 58.77	$ 76.42
CLASS A BADGES							
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal							

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Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector	No Bid	$ 74.35	$ 83.30	No Bid	$ 68.00	$ 71.33	$ 90.77
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter	No Bid	$ 69.09	$ 76.21	No Bid	$ 62.00	$ 64.33	$ 82.47
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager	No Bid	$ 110.82	$ 114.41	No Bid	$ 95.70	$ 106.33	$ 133.92
HAT PINS							
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	No Bid	$ 25.41	$ 30.71	No Bid	$ 21.50	$ 23.05	$ 30.58
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	No Bid	$ 21.94	$ 30.71	No Bid	$ 21.50	$ 23.05	$ 30.58
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	No Bid	$ 25.41	$ 30.71	No Bid	$ 21.00	$ 22.73	$ 30.58
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	No Bid	$ 24.32	$ 30.71	No Bid	$ 21.50	$ 23.05	$ 30.58
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	No Bid	$ 24.66	$ 30.71	No Bid	$ 21.50	$ 23.05	$ 30.58
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	No Bid	$ 64.79	$ 67.84	No Bid	$ 55.30	$ 58.77	$ 69.33
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	No Bid	$ 64.79	$ 67.84	No Bid	$ 55.30	$ 58.77	$ 69.33
NAME PLATES							
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	No Bid	$ 13.52	$ 19.10	No Bid	$ 11.15	$ 25.07	$ 16.25
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	No Bid	$ 13.52	$ 19.10	No Bid	$ 11.15	$ 25.07	$ 16.25
SPECIALTY ITEMS							
J 9 Retired name plates/ gold / rhodium	No Bid	$ 13.95	$ 19.10	No Bid	$ 11.15	$ 25.07	$ 16.25
Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/	No Bid	$ 13.95	$ 19.10	No Bid	$ 11.15	$ 25.07	$ 16.25
Dispatcher/Deputy Chief	No Bid	$ 13.95	$ 19.10	No Bid	$ 11.15	$ 25.07	$ 16.25
Bottom title: Retired	No Bid	$ 13.95	$ 19.10	No Bid	$ 11.15	$ 25.07	$ 16.25

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Item Description	Brand & Sku/Item #	Design Lab Inc	Galls LLC	Global Trading Inc.	Inunison Apparel	Oaks International	Read's Uniforms LLC	Woodland & Rich
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	Yupoong 1500	$ 10.55	No Bid	$ 21.59	No Bid	No Bid	No Bid	$ 9.99
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	Port Authority Flexfit Mesh Back Cap MFG# C812	$ 14.49	No Bid	$ 26.31	No Bid	No Bid	No Bid	$ 13.99
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions"**colors: Navy, Red Size XS- XL; Embroidery: color logo ;	Gildan G18600	$ 26.85	No Bid	$ 42.98	No Bid	No Bid	No Bid	$ 39.97
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	Maui Rippers 19"	$ 43.95	No Bid	$ 45.83	No Bid	No Bid	No Bid	$ 27.00
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	Maui Rippers 19"	$ 43.95	No Bid	$ 45.83	No Bid	No Bid	No Bid	$ 39.95
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL *** no substitutions*** Screenprint	Gildan G18200	$ 16.15	No Bid	$ 25.81	No Bid	No Bid	No Bid	$ 19.99
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	Hanes X-Temp Tank	$ 10.95	No Bid	$ 14.76	No Bid	No Bid	No Bid	No Bid
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	**Hanes Cool Upf 50**	$ 12.30	No Bid	$ 14.72	No Bid	No Bid	No Bid	$ 12.98
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	**Hanes Cool Upf 50**	$ 17.30	No Bid	$ 21.37	No Bid	No Bid	No Bid	$ 19.95
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	Gildan G2000	$ 10.95	No Bid	$ 18.48	No Bid	No Bid	No Bid	$ 10.45
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	Gildan G2000	$ 12.95	No Bid	$ 21.34	No Bid	No Bid	No Bid	$ 14.45
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	Gildan G2400	$ 16.70	No Bid	$ 22.32	No Bid	No Bid	No Bid	$ 18.99
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	Gildan G2400	$ 13.95	No Bid	$ 22.02	No Bid	No Bid	No Bid	$ 16.99
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X	Gildan G2400	$ 14.95	No Bid	$ 24.37	No Bid	No Bid	No Bid	$ 20.99

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Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey								
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	Anitek Tech Hoody	$ 48.65	No Bid	$ 62.10	No Bid	No Bid	No Bid	$ 64.99
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	Anitek Roam Tech Pant	$ 58.15	No Bid	$ 72.23	No Bid	No Bid	No Bid	$ 72.99
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	Anitek Technician Button Up	$ 61.25	No Bid	$ 79.65	No Bid	No Bid	No Bid	$ 79.99
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	Port Authority J332	$ 99.65	No Bid	$ 107.99	No Bid	No Bid	No Bid	$ 124.98
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	Champion S800	$ 36.95	No Bid	$ 42.98	No Bid	No Bid	No Bid	$ 32.99
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	Champion S800	$ 41.65	No Bid	$ 47.05	No Bid	No Bid	No Bid	$ 37.99
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	Gildan8000 No substitutions	$ 10.30	No Bid	$ 19.17	No Bid	No Bid	No Bid	$ 7.69
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	Glidan8000 No substitution	$ 12.45	No Bid	$ 22.87	No Bid	No Bid	No Bid	$ 11.69
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	Gildan G8000	$ 10.30	No Bid	$ 22.30	No Bid	No Bid	No Bid	$ 12.99
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	Gildan 8400 No substitutions	$ 13.15	No Bid	$ 23.33	No Bid	No Bid	No Bid	$ 10.99
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	Gildan G8400	$ 14.85	No Bid	$ 24.69	No Bid	No Bid	No Bid	$ 14.99
27. T-shirt (men's) **Dri-Fit**:	Port Authority PC55T	$ 14.85	No Bid	$ 23.19	No Bid	No Bid	No Bid	$ 13.60

long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white								
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	Port & Company LPC55 No substitutions	$ 10.45	No Bid	$ 19.36	No Bid	No Bid	No Bid	$ 12.40
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	Port & Company LPC55 No substitutions	$ 12.25	No Bid	$ 22.54	No Bid	No Bid	No Bid	$ 17.40
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	Team 365 TT11WL	$ 12.75	No Bid	$ 21.97	No Bid	No Bid	No Bid	$ 11.99
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	Team 365 TT11WL	$ 14.95	No Bid	$ 26.01	No Bid	No Bid	No Bid	$ 17.99
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution*** 266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black	Nike Gold Tech Sport no substitutions	$ 41.90	No Bid	$ 51.30	No Bid	No Bid	No Bid	$ -
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	Port Authority K100 No substitutions	$ 17.95	No Bid	$ 28.34	No Bid	No Bid	No Bid	$ 14.99
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	Port Authority K100 No substitutions	$ 20.95	No Bid	$ 33.06	No Bid	No Bid	No Bid	$ 22.99
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly	Port Authority TLK100 No substitutions	$ 20.55	No Bid	$ 31.04	No Bid	No Bid	No Bid	$ 21.99

B-2-25-37/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*								
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	Port Authority TLK100 No substitutions	$ 23.65	No Bid	$ 34.41	No Bid	No Bid	No Bid	$ 23.99
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	Port Authority L100 No substitutions	$ 17.95	No Bid	$ 28.34	No Bid	No Bid	No Bid	$ 14.99
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	Port Authority L100 No substitutions	$ 20.95	No Bid	$ 33.06	No Bid	No Bid	No Bid	$ 22.99
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	Cornerstone Polo CS410 no substitution	$ 31.95	No Bid	$ 41.84	No Bid	No Bid	No Bid	$ 34.99
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	Cornerstone Polo CS410 no substitution	$ 34.25	No Bid	$ 45.44	No Bid	No Bid	No Bid	$ 33.64
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	Cornerstone Polo TLCS410 no substitution	$ 34.45	No Bid	$ 44.54	No Bid	No Bid	No Bid	$ 38.99

B-2-25-37/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	Cornerstone Polo TLCS410 no substitution	$ 37.70	No Bid	$ 47.97	No Bid	No Bid	No Bid	$ 40.64
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	Cornerstone Polo CS412 no substitution	$ 31.85	No Bid	$ 37.79	No Bid	No Bid	No Bid	$ 35.98
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	Cornerstone Polo CS412 no substitution	$ 37.25	No Bid	$ 42.51	No Bid	No Bid	No Bid	$ 41.98
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	Cornerstone Polo TLCS412 no substitution	$ 34.55	No Bid	$ 40.49	No Bid	No Bid	No Bid	$ 39.98
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	Cornerstone Polo TLCS412 no substitution	$ 37.95	No Bid	$ 43.86	No Bid	No Bid	No Bid	$ 41.98
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	Cornerstone Polos CS411 No substitution	$ 31.95	No Bid	$ 41.84	No Bid	No Bid	No Bid	$ 39.98
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	Cornerstone Polos CS411 No substitution	$ 34.25	No Bid	$ 45.44	No Bid	No Bid	No Bid	$ 44.98
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	Core 365 88184	$ 57.65	No Bid	$ 87.74	No Bid	No Bid	No Bid	$ 59.97

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Uniform Apparel – Fire Rescue
B-2-25-37
March 5, 2025
ADDENDUM 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

Question 1: We would like to get confirm, whether a physical brick-and-mortar store is required to participate in the bid, and if so, what should be the radius or location criteria for eligibility? Or otherwise, Online Ordering system will be suffice?

Answer: No brick-and-mortar store is required. Online and email ordering is sufficient.

Question 2: Is there a current contract for this solicitation and if so, please provide details such as prices, current vendor and terms.

Answer: Please see attached Bid tabulation sheet. Pricing structure will have the same breakdown as previous bid and awarded in Lots.

Question 3: Kindly provide us Total Expenditures incurred for the current contract for past 3 years.?

Answer: Galls Parent Holdings, LLC - $407,909.91/NAFECO, Inc - $344,014.76

Question 4: Can pricing be adjusted on an annual basis from the first anniversary?

Answer: Yes. Per Paragraph 2 "Contract Period" on page 11 states "Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing. Such requests should be submitted with justification to the Purchasing Manager."

Question 5: How many employees are served under this contract?

Answer: 565 people that are served under the contract.

Question 6: Could you please mention minimum order quantity for each item?

Answer: There is no minimum order.

Question 7: Do you place a limit (quantity or in dollars) for individual orders for your employees?

Answer: We limit by quantity per employee for their annual issue; however, we also stock items for replacements, rank/rate changes, and new hires.

Question 8: Are we free to offer Substitutes / equal alternative models?

Answer: No substitutions – we want consistency within the uniforms. Please check price sheet for reference.

Question 9: Are shoes ordered on an as needed basis? What would be the procedure if the shoe or boot ordered does not fit the employee? Who is responsible for the freight and restocking of the returned item?

Answer: They are ordered as needed. We would pay for the return but no restocking fee.

Question 10: What are the preferences considered when awarding this bid?

Answer: Award may be issued to multiple vendors at the best discretion of Brevard County after evaluation of proposals.

Question 11: Please provide the Shipping addresses.

Answer: Shipping Address: Brevard Fire Rescue
Supply /Logistics
300 Ansin Rd
Rockledge, FL 32955

Question 12: Kindly mention patch backing method.

Answer: There is plastic on the back of the patches.

Question 13: Does the prohibition on 3rd party silk screening services mean we cannot subcontract this service? As a party to current operations previously established and currently supporting this bid, can you provide for us any insight into current frustrations with silk screening services that has led to the addition of 3rd party prohibiting language not present in the original bid?

Answer: Yes, it does mean that they cannot subcontract this service. It wasn't included in the original bid because we were not aware of this practice at the time. It has caused issues in the past so this is to prevent any future issues.

Question 14: Regarding Class A Hat - Do you want all the hats to use the Coolmax sweatband (like Honor Guard) or do you want a cushioned sweatband?

Answer: Cushioned

Question 15: Regarding Class A Hat - What type of strap is needed: lace front strap, nylon front strap, snake front strap, regal front strap?

Answer: Snake Front Strap

Question 16: Regarding Class A Hat - Are there any Command Hats needed with the embroidered visors? If so, can you provide the specs for those?

Answer: No

Question 17: Can we get the current contract holders and pricing?

Answer: Please refer to question #2.

Question 18: The bid indicates that the County retains the option to award by section. Is this correct?

Answer: This is correct.

Question 19: The bid states that screen printing must be done by the bidder and not outsourced. Is this correct?

Answer: This is correct.

Question 20: If Any item that states “No Substitution" discontinued, are we free to offer substitute?

Answer: If the item is discontinued by the manufacturer, then yes you can offer a substitution.

Question 21: Could you please mention Item# E00007 request color and sizes.

Answer: Color: Black; Sizes: All sizes available in that shoe

Question 22: Could you please provide customizations details (Logos /screen print/embroidery/patches) for each line item?

Answer: Under Print Staff Apparel, Item #21 provide information as to what is expected to be screen printed on the t-shirts and embroidered on polos.

Question 23: Please confirm attachments B-K showing Logos or Patches?

Answer: Logo: Attachment B ; Patches: Attachment C, E, F, G, H, I, J , K– Please disregard Attachment D, this logo is no longer used.

Question 24: Do we need to provide unit prices on each line item to be bid responsive?

Answer: The price sheet needs to be completed in its entirety.

Question 25: Can we submit unit prices by group wise or line by line?

Answer: Line by Line in the Lot(s) you are bidding on.

Question 26: Do you require online ordering system?

Answer: No

Question 27: Could you please provide Embroidery Artworks/ Embroidery Artwork Dimensions or Stitch Count / Silk Screen Artwork (Clear Color Images) / Patches sizing required for each line item?

Answer: The art works are in the attachments.

Question 28: Could you please mention awarding method?

Answer: Award may be issued to multiple vendors at the best discretion of Brevard County after evaluation of proposals.

Question 29: Kindly mention Caps request size range and colors.

Answer: Beanie cap: Color: Navy; Size: one size fits all
Flex Fit Ball Caps: Colors: Black, Navy, Red; Size: S/M and L/XL

Question 30: Line item 26 & 27 what is the request color?

Answer: The colors are stated on the Price Sheet: Grey, White

Question 31: Kindly provide further details for line item 22, 24 &25.

Answer: The colors are stated on the Price Sheet: Sport Grey, White

Question 32: Kindly provide images of badges/Collar Brass/Class A Badges/Hat Pins/Name Plates/Specialty Items.

Answer: Please refer to Blackinton website.

Question 33: Line item 28 Tie: Four-In-Hand, Poly/Wool what is the current brand using and request color?

Answer: LawPro and all ties must be black

Question 34: Line item 29 & 30 what is the current brand using?

Answer: Line Item # 29: Stated on the Price sheet; Line item #30 – no shirt is being used at this time.

Clarification of documents: Disregard Attachment D. This is no longer the correct logo.

Please see previous bid tabulation sheet for pricing reference.

ATTACHMENTS:
Winter Jacket Logo
Previous Bid B-4-22-44 - Bid Tabulation

Please note that the bid opening date and time has changed to **Tuesday, March 18, 2025 @ 10:00 AM.**

All other terms and conditions remain unchanged.

Sincerely,

Mary Bowers

Mary Bowers
Purchasing Manager

END OF ADDENDUM 1


BCFR

Brevard COUNTY
Purchasing Services

BID TABULATION SHEET: AWARD RECOMMENDATION

Bid Title: Uniform Apparel - Fire Rescue
Bid No: B-4-22-44
OPENING DATE & TIME: March 22, 2022 @ 10:00 A.M.
POSTING TIME/DATE: April 4, 2022 THROUGH: April 11, 2022 @ 5:00 PM POSTED BY: Isidro Rivera Alicea

VENDOR	VENDOR CITY/STATE	BID PRICE BY LOT						
		Lot I	Lot II	Lot III	Lot IV	Lot V*	Lot VI	Lot VII
North America Fire Equipment Co., Inc.	**Decatur, AL**	Secondary	Secondary	Secondary	**Primary**	Secondary	Secondary	**Primary**
		$83,963.50	**$25,808.80**	**$66,274.75**	**$1,239.00**	**$1,820.00**	**$18,197.00**	**$394,578.00**
Galls, LLC	**Lexington, KY**	**Primary**	**Primary**	**Primary**	Secondary	**Primary**	**Primary**	Secondary
		$76,285.00	**$21,290.25**	**$51,277.50**	**$2,387.13**	**$2,170.00**	**$8,867.35**	**$486,933.75**
Al`s Trophy Shop, Inc.	Cocoa, FL	Statement of No Bid						
artLab, LLC	Palm Bay, FL	Statement of No Bid						
Florida First Responder Apparel LLC	Satellite Beach, CA	Statement of No Bid						
IT`S GREEK TO ME, INC	Manhattan, KS	Statement of No Bid						

Intended Award: **North America Fire Equipment Co., Inc.** **Primary: Lot IV and VII, Secondary: Lot I, II, III, V and VI.**
Galls, LLC Primary: Lot I, II, III, V, and VI, Secondary: Lot IV and VII.
***Lot V was awarded to Galls LLC Because the patches in this lot are sewn onto the shirts of Lot I.**

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials _____

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Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Uniform Apparel – Fire Rescue
B-2-25-37
March 13, 2025
ADDENDUM 2

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

Question 1: For the items requesting silk screening services, would in-house printed application be accepted?

Answer: No, in-house printed application will not be accepted.

Please note that the bid opening date and time remains Tuesday, March 18, 2025 @ 10:00 AM.

All other terms and conditions remain unchanged.

Sincerely,
Mary Bowers
Mary Bowers
Purchasing Manager

END OF ADDENDUM 2

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Uniform Apparel – Fire Rescue
B-2-25-37
March 17, 2025
ADDENDUM 3

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

Question 1: Line item #2, LOT V on price sheet – manufacturing up to size 54 only.

Answer 2: Does not need to be 5.11 pants. Due to hard size to find, a poly/cotton blend (Dickies offers those sizes in a poly/cotton blend MFG #LP70BK).

Question 2: Line item #3, LOT V on price sheet – manufacturing up to size 22 only,

Answer 2: Does not need to be 5.11 pants. Due to hard size to find, a poly/cotton blend (Dickies offers those sizes in a poly/cotton blend MFG #LP70BK).

Question 3: Line item #40, LOT V (Regular) 14 is the largest size offered in this boot, Wide are only offered in sizes 7-13.

Answer 3: Correct, the 5.11 3.0 company boots to not come in sizes 15 and only sizes 14 medium.

Question 4: Line item #3, LOT VII Manufacturer does not carry style in XS

Answer 4: sizes S-XL is acceptable

Question 5: Line item #3, LOT VII Manufacturer does not carry style in red XS

Answer 5: sizes S-XL Navy is acceptable

Question 6: Line item #32, LOT VII Manufacturer does not carry style in Talls

Answer 6: Regular sized S-XL is acceptable.

Question 7: Line item #26, LOT VII Gildan 8400 not available in 4XL

Answer 7: There is no manufacturer specified, you can bid any shirt that meets the general specs.

Please note that the bid opening date and time **has changed** to Friday, March 21, 2025 @ 10:00 AM.

**********No further questions will be addressed**********

Sincerely,

Mary Bowers

Mary Bowers
Purchasing Manager

END OF ADDENDUM 3

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard COUNTY Purchasing Services	# INVITATION TO BID ## Bid Acknowledgment
PROCUREMENT ANALYST: (321) 617-7390 Kyle Constantine Ext. 5-9333	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: myvendorlink.com

RELEASE DATE:	**BID TITLE**:	**BID NUMBER**:	**BID OPENING DATE AND TIME**:
February 11, 2025	Uniform Apparel – Brevard County Fire Rescue	B-2-25-37	**March 11, 2025 @ 10 AM**

PRE-BID DATE, TIME, AND LOCATION:	**QUESTION DEADLINE DATE:**	**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**
A pre-bid meeting will not be held for this Invitation to Bid.	February 28, 2025 @ 5 PM	

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
	If returning as a "no bid," state reason:
TELEPHONE NUMBER/TOLL-FREE NUMBER: ( )	

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this bid for the Contractor. In submitting a bid to Brevard County (the "County"), the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this I.T.B. and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including Build America, Buy America Act (BABAA) requirements.**

_____ _____
AUTHORIZED SIGNATURE NAME *(PRINTED)*

_____ _____
TITLE DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this _____ day of _____ 20___.

Personally known: ☐

Or produced identification: ☐ Type of ID: _____

(AFFIX SEAL or STAMP)

_____ _____
SIGNATURE OF NOTARY PUBLIC STATE

_____
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires_____

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	_____
Yes ☐	No ☒	PERFORMANCE BOND	_____
Yes ☐	No ☒	CONSTRUCTION BOND	_____
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	_____

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. **DUE CAUSE** – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Section 119.071(1) (b) 2, Florida Statutes, as amended from time to time, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to VendorLink website.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall

include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** The Contractor is hereby notified that 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide 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 perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per Section 287.134(3)(d), Florida Statutes, as amended from time to time.

31. **SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, as amended from time to time. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted intent to award and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor,

and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractors performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq., as amended from time to time. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award.

If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes, as amended from time to time.

51. **UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095 Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the County, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible Contractor SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to Section 119.12, Florida Statutes.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with Section 287.082, Florida Statutes., as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of Section 165.043, Florida Statutes, as amended from time to time, punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the

Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within Section 287.087, Florida Statues, as amended from time to time;

b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any vendor or contractor who is allegedly aggrieved in connection with the solicitation of the intended award recommendation must file a written protest with the Purchasing Manager no later than 5:00 p.m. on the 5th full business day after the intended award was posted.

The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) business days of receipt of the written protest, the Purchasing Manager will meet with the protester to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protester on the merits of the protest.

The protester may appeal the Purchasing Manager's decision in writing no later than 5:00 p.m. on the 5th business day after the date of the written decision by the Purchasing Manager to a Protest Committee. This appeal to the Protest Committee by the protester is a final means of administrative remedy to the protest. Within seven (7) business days after receipt of the protester's appeal, the Purchasing Manager will arrange a meeting of the Protest Committee and the protester.

The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group to which the user department or group is not assigned, and one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under.

The Purchasing Manager shall act as a non-voting Hearing Coordinator, and the County Attorney or designee may attend as a non-voting member. Public meeting notices will be posted.

The Purchasing Analyst will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to evaluate the facts and merits of the protest and to reach a final resolution of the protest.

STAY OF PROCUREMENTS DURING PROTESTS

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements attached to this ITB.

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for

the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101, Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Section 287.05701, Florida Statutes, Secthe County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

61. **Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA):**
    a. BABAA requirements apply to projects funded with Federal financial assistance unless the project is 100% funded by the American Rescue Plan Act (ARPA).
    b. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.
    c. Total project costs and revisions thereof should reflect compliance with BABAA requirements.
    d. Contractor shall determine and certify that to the best of their knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.
    e. Contractor shall review and approve, or take action with respect to shop drawings, samples, and other required submittals, including applications for payment, to ensure compliance with BABAA.
    f. Contractor shall review substitutes and "or equals" for conformity with BABAA requirements.
    g. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

62. **Foreign Country of Concern Attestation**: If the Contract or Customer's purchase order issued pursuant to this contract grants the contractor access to an individual's personal identifying information as defined in Section 501.171, Florida Statutes, the Contractor must, prior to execution, extension or renewal of the Contract or Customer Purchase Order, complete and submit to the County the "Foreign Country of Concern Attestation Form", attached hereto.

63. **Commodities produced by forced labor.**
    a. The Florida Department of Management Services will create and maintain a forced labor vendor list.
    b. Contractor has reviewed Section 287.1346, Florida Statutes and acknowledges:
        1. If applicable, a member of Contractor's senior management must certify, in writing, that to the best of her or his knowledge, the commodities offered to County have not been produced, in whole or in part, by forced labor.
        2. Any contract or renewal of a contract for commodities entered into as a result of this bid shall be terminated at the option of the County if Contractor is placed on the forced labor vendor list.

Uniform Apparel – Fire Rescue Department
B-2-25-37
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on USB (if submitting Bid through VendorLink no hard copy or USB is required).
- ☐ Completed and Signed Price Sheet
- ☐ Copy Bidder's Business Tax Receipt (if applicable)
- ☐ Foreign Influence on Contracts or Grants ($100,000 or more)
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ Reference Form with a minimum of three (3) / maximum of five (5) references listed
- ☐ Foreign Country of Concern Attestation

Attachment A: Price Sheet
Attachment B: Brevard County Fire Rescue Logo (1)
Attachment C: Brevard County Fire Rescue Logo (2) (Honor Guard)
Attachment D: Lieutenant Paramedic
Attachment E: Brevard County Fire Rescue Logo (4)
Attachment F: Brevard County Fire Rescue Logo (Retired)
Attachment G: Emergency Medical Technician Logo
Attachment H: Paramedic Logo
Attachment I: Brevard County Ocean Rescue (Lifeguard)
Attachment J: Emergency Medical Care First Responder
Attachment K: Brevard County Fire Rescue Patch

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Uniform Apparel – Fire Rescue Department
B-2-25-37
Introduction and Submittal Information

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Fire Rescue Department, is soliciting bids from qualified Contractors to provide uniform staff apparel, including alteration services (patch applications and minor repair work), printed (embroidery and/or screen-print) staff apparel, and brass/badges. The Contractor shall furnish all labor, materials, equipment, and transportation required to supply the services and complete the work in accordance with the bid specifications.

2. **CONTRACT PERIOD**

The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing. Such requests should be submitted with justification to the Purchasing Manager.

3. **DELIVERY**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

4. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Kyle Constantine, Purchasing Services, at 321-617-7390 x 59333 or by email at kyle.constantine@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents, including the written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency, or error which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may the Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Kyle Constantine at kyle.constantine@brevardfl.gov. To be given consideration, such requests must be received in writing no later than the date/time listed on Page 1 (Question Deadline Date) of the Invitation to Bid.

5. **RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303, Viera, FL 32940, **no later than the date/time stipulated above.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however, hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on a USB flash drive. Contractors must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit it with the bid**. DO NOT**

MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

6. **PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

7. **BID SUBMITTAL PACKAGE REQUIREMENTS**

If submitting hard copies of the bid, the vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

8. **QUANTITIES**

The quantities listed are estimated for a one (1) year period for aid in bid preparation only. They are not intended to represent the actual quantities which will be purchased. The quantity may be more, or it may be less.

9. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

10. **AWARD**

The County reserves the right to award items to a single or multiple Contractor(s) in full, by section, lot or none, whichever is in the County's best interest. A Primary and Secondary contractor may be selected.

Uniform Apparel – Fire Rescue Department
B-2-25-37
SCOPE OF SERVICES

Ordering Requirements:

1. The County will place orders online as often as needed. The County reserves the right to place phone and email orders when necessary.
2. Fire Rescue Supply reserves the right to approve orders placed by individuals before being filled by the Contractor.
3. The Contractor shall not require a minimum order. Shipping shall be all-inclusive, and FOB will be regardless of order size.

Packaging Requirements

1. In each shipment, the order shall be internally bundled and labeled by individual name, when appropriate.
2. All shipments shall include a packing slip.

Specifications

1. OVERSIZED/TALL SIZING: Contractor must be able to supply oversized (Big & Tall) shirts up to 6X (chest and waist) and 5X-Tall (shoulder and hem).

   Items in the following size ranges will be considered traditional sizes for the purpose of this bid:

   A. Men's pants sizes 26-60, shirt neck sizes 14 – 22 with sleeve lengths to 37 inches, dual sized shirts from size S-XL. Sizes above this range may be considered oversized.

   B. Women's pants sizes 4-26, shirt sizes 30-44 chests, dual sized shirts from S-XL. Sizes above this range may be considered oversized. Unisex sizes from XS-XL shall be considered traditional sizes for the bid (belts, jackets, sweaters, etc.) Sizes above this range may be considered oversized.

2. OTHER SERVICES: Include in bid all delivery charges for picking up artwork, proofs, delivery of proofs, and shipping of product.

3. DELIVERY: The completed order must be delivered to the Fire Rescue Logistics Office located at 300 Ansin Road, Rockledge, FL 32955, within twenty (20) business days of receipt of the order. All orders must be F.O.B. Destination, packing, shipping, handling, and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County. BID PRICES MUST INCORPORATE THE DELIVERY CHARGE(S) INTO THE ITEM'S UNIT COST. BREVARD COUNTY WILL NOT PAY ANY SHIPPING, UNLOADING, OR PRE-PAYMENT COSTS ASSOCIATED WITH CONTRACTOR'S DELIVERY AGAINST THIS BID

4. PRICING: The Contractor shall submit one price for the product they are bidding ONLY. Pricing for both specified and an alternative, if proposed, will NOT be accepted.

5. LOGOS: Pictures of all desired logos are uploaded as attachments B – K on VendorLink for review in the "LOGO" file in jpeg, png, and/or tif format. These files are available electronically only.

6. SET-UP CHARGE: The Contractor shall charge one (1) set-up fee per logo/design. Future and/or repeat orders of a prior purchase shall NOT be subject to a set-up charge.

7. ADDITIONAL ITEMS: Brevard County reserved the right to negotiate pricing with awarded contractor(s) to supply any additional product items that may be added after the bid award.

Acceptance will be based on existing cost parameters. Awarded Contractor(s) shall supply a current year catalog (printed or electronic) of all items sold.

8. DISCONTINUED ITEM: After the bid award, if an item becomes discontinued and no longer available in stock, the Contractor shall document in writing the cause and offer an alternative/substitution for approval.

10. REPLACEMENTS: Replacements of discontinued or extended (extended meaning longer than 45 days) out-of-stock items may be replaced with the same style as the clothing that is being replaced. The Contractor shall provide written documentation for acceptance by Brevard County department authorized designee **prior** to substitution.

11. QUANTITIES: The quantities listed are estimated for a one-year period for aid in bid preparation only. They are not intended to represent the actual quantities that will be purchased. **The actual quantities may be more or less.** Garments will be ordered in varying quantities by multiple County Departments with delivery direct to those offices. Blanket purchase orders will be issued by each user agency for the term of the bid award. Bid prices should reflect this operation. Brevard County may order garments throughout the term of the contract in varying quantities due to new hires and replacements throughout the year.

12. COLORS: Unless specified, upon award, the Contractor shall supply all color names available for the awarded item(s) at the same unit cost.

13. Brevard County requests a percent % discount off the awarded Contractor's retail price for catalog items not listed on the price sheet. Any and all future percentage discounts, specials, and/or promotional offers after the award are to be described in detail, expressing all terms and validity dates.

14. Brevard County is not liable for any cost incurred by any Contractor prior to any award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

15. ERRORS/MISPRINTS: Any contractor errors or misprints and the resulting production are NOT the responsibility of Brevard County and will NOT be accepted or compensated.

16. FITTINGS: Contractor **MUST** have a field representative available to assist in measuring, fitting, and/or repairs for all employees. Uniforms that do not fit properly due to representative or manufacturer error will not be accepted and shall be returned and replaced at no additional cost to Brevard County. Dates and times for fittings of employees will be scheduled with the awarded Contractor (2).

17. ALTERATIONS/REPAIRS: Garments purchased will have initial alternations (pants hem and patch application in order to accomplish a more satisfactory fit) will be included in the unit price of the dress uniform item. Additional special alterations and/or minor repair such as: zipper/button replacement; hole patching (no larger than 3/8"); Contractors shall provide pricing for optional services on hemming, patch application, and removal which are outside the scope of manufacturer defect or warranty replacement. Contractor must provide means for tailoring services in prepaid shipping & return package with tracking capabilities. Field representative shall be responsible for scheduling and coordinating completion of this service with department representative. All garments sent for alterations/repair service **MUST** be returned to designated site within fourteen (14) days of receipt.

18. EMBLEM/PATCH: The patch is to be centered on the left sleeve, ½" below the top of the shoulder seam. The rank parch is to be applied centered on the right sleeve, ½" below the top of the shoulder seam. **All emblems/patches are to be the Contractor's responsibility and provided for each**

shirt ordered. The cost of the patches should be included in the cost of the shirt. Shirt and patches are to be delivered together as a finished product. Required patches are as follows:

- Fire Department Emblem
- Fire Department Dress Emblem
- Fire Department Retired Dress Emblem
- Lifeguard Emblem
- Florida Paramedic Patches: Note – the border on the paramedic patches shall be blue in color. A sample of this patch can be viewed at www.flpatch.com .
- Florida EMT Patches: A sample of this patch can be viewed at www.flpatch.com .
- Florida First Responder Patches: A sample of this patch can be viewed at www.flpatch.com

19. APPROVED APPAREL BRAND DESCRIPTION:

STATION WEAR			
Item	Fabric	Approved Brand(s)	Detail
Pants (Daily Wear)	4.7 oz. 100% Polyester	5.11 Fast-Tac Urban, Style#74461 (men's) 5.11 Fast-Tac Urban, Style#64420 (women's)	No Substitution
Office Pants (Daily wear)	75% polyester, 25% wool	Flying Cross men's serge weave wool blend. Mgr#47280	No Substitution
Shirt (Daily Wear) w/ break resistant buttons: L/S	65/35 Cotton/Permanent Press w/ break resistant buttons	Fechheimer Flying Cross, #35W5400 /35W5435 (men's) Fechheimer Flying Cross #126R5400 /5435 (ladies)	No Substitution
Shirt (Daily Wear): S/S	65/35 Cotton/Permanent Press w/ break resistant buttons	Fechheimer Flying Cross, #85R5435/5400 (men's) Fechheimer Flying Cross #176R5400/5435 (ladies)	No Substitution
DRESS UNIFORM			
Pants	55/45 Poly/Wool	Fechheimer #28P8696	No Substitution
Jacket	55/45 Dacron Polyester/Wool, Gabardine	Fechheimer #17B8696C	No Substitution
Hat (WHITE)	White Vinyl White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband, individually sized by numerical measurements.	Keystone style: R-8B (244)	No Substitution
Hat (BLACK)	Black All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband, individually sized by numerical measurements.	Keystone style R-8(149)	No Substitution
ACCESSORIES			
Belt	1-½" black, Velcro closure, full loop velcro fully lined, basketweave	Dutyman 5121U	

Belt	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68		
Boots (STATION) Color: Black	8" side zipper	Thorogood, #834-6219/Commando Deuce	No Substitution
Boots (STATION) Color: Black	8" zipper	Rocky Alpha-Force, #2173.	No Substitution
Boots (STATION) Color: Black	men's, slip on, composite shank.	5.11 Company Boot 3.0, #12420	No Substitution
Boots (STATION) Color: Black	8" Side Zip Jump	Thorogood #834-6888/8" Side Zip Jump boot,	No Substitution

20. **BCFR Honor Guard Uniform Specifications**

Dress Blouse Specifications:
Black 55/45 Poly Wool Gabardine 16.5 oz
Military Style Choker Collar with low profile soft structure
Tailored Pattern Fit
Sizing is Made to Measure
Five Removable Gold Dome FD Buttons Front Gig Line
Cross-Stitched Self Fabric Epaulets with sewn in #112 Cordedge Finish
Serviceable Small Gold Dome FD Buttons at Peak of Epaulets
Left Shoulder Epaulet Hidden Shoulder Cord Button
Red #112 Cordedge sewn into collar
Cloth Badge Tab with Two Black Grommets Above Left Chest Pocket
Small Gold Dome Removable FD Buttons on all Pocket Flaps
Two Chest Patch Pockets with Bellows and Scalloped Flaps with Button Closure
Two Hip Patch Pockets 2” above hem and Straight Flaps with Button Closure
Bi-Swing Back
Two Black Metal Belt Hooks sewn into seam at base of bi-swing
V-Cuffs with Red #112 Cordedge sewn into seam
Center Back Vent
Fully Lined Satin Lining
Two Fully Lined Reinforced Inside Besom Pockets

Trouser Specifications:
Black 55/45 Poly Wool Gabardine 16.5oz
FLEX GRIP Waistband
Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper
Two Fully Satin Lined ¼ Top Pockets
Two Back Besom Pockets with Interior Button Closure on Right
Reinforced Seams and Short Belt Loops
Red #112 Cordedge sewn into outside seam from waistband to hem
Military Hem
Sizing is Made to Measure

Custom Cover Specifications:
Black 55/45 Poly Wool Serge
Fully Lined
Fitted Sizing
Cushioned Adjustable Insert
Black Patent Visor
Gold FD Buttons
Red #112 Cordedge Sandwiched between Band and Top Cover
Gold Metallic Double Lace Strap

Belt Specifications:
Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining
Item #; PL4031UC

Shoe Specifications:
Bates Clarino with Leather Bottom
Item# E00007
Custom Shoulder Emblem:
3.5" x 4" Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse

Printed Staff Apparel

1. No irregulars or seconds will be accepted. **Bids that do not meet this specification will not be considered. Only specified brand/manufacturer and item # will be accepted unless authorized "equal/alternative". Any item to be offered as an "equal" product must be submitted to in writing to Purchasing Services no later than March 11, 2025 @ 10:00 AM. Third-party embroidery or silk screen services for polos and T-shirts will NOT be accepted.** The determination of an alternative product (brand/manufacturer) being equal shall be the sole and absolute discretion of the County. Please include: sample, detailed literature specifications, and sizing measurements for proposed item(s). The garment must meet or exceed Brevard County quality standards. (Example: Bid - 65/35 cotton/polyester shirt; proposed item - 50/50 cotton/polyester is NOT an acceptable alternative and will be rejected). An acceptable product is defined as one that:

   A. Is made of materials, design, capacity, functional characteristics, and size within the range as herein specified.
   B. Successfully completes test and performance requirements.
   C. Use of trade, brand name, or patent number will serve only as a means of establishing a standard of product quality.
   D. There is no requirement that the garment is to be union or American made. The garment must meet or exceed requested product's quality standards.

   Upon acceptance, an addendum will be issued listing the product in the approved item listing. Return costs will be at the Contractor's expense. Failure to adhere in accordance with the specification will result in item being rejected and this bid may be declared non-responsive.

   Screen-printing shall be applied as appropriate for the type of material. **Screening process must be able to successfully complete repeated laundry cycles without significant cracking, peeling, or loss of ink from screened areas. Apparel that does not comply with these criteria shall be replaced or exchanged at Contractor's expense.**

2. OVERSIZED/TALL SIZING: Contractor must be able to supply oversized (Big & Tall) shirts up to 5X (chest and waist) and 5X-Tall (shoulder and hem) on designated items. Contractor must be able to supply the entire designated size range in order to be compliant with bid.

3. SAMPLE SWATCH: Contractor must submit a sample square, 4"x 4" embroidery and screen print that is representative of quality to include front & back views. ***NOTE: All embroidery ordered items must have a backing for stitching inside the shirt.

4. SCREEN PRINT FONT: Awarded Contractor(s) is requested to provide three (3) separate renderings of the lettering in order that the department may choose a style for future use.

5. PROOFING: A sample and approval of the logo is required before screen-printing or embroidery of entire order begins.

6. OTHER SERVICES: Bid Price Sheet must include all delivery charges for picking up artwork, proofs, delivery of proofs, and shipping of product.

7. PRICING: Contractor shall submit one price for the product they are bidding ONLY. Pricing for both specified and an alternative, if proposed will NOT be accepted.

8. The Brevard County Fire Rescue (BCFR) logo is comprised of five colors: red, yellow, white, blue, and black, consisting of 23,000 stitches.

9. PRICING: Contractor shall submit one price for the product they are bidding ONLY. Pricing for both specified and an alternative, if proposed will NOT be accepted.

	RED	ROYAL	BLACK	WHITE	SILVER	OTHER
EY23946 (Grey) Size: 2.69W X 2.69H			1800	1801	1810 1686	
EY26488 (Polo Logo) Size: 3.91W X 3.53H	1839	1843	1800	1801		1971 DYEL
EY25351 (Hat) Size: 2.49W X 2.49H			1800	1801	1810 1686	

10. ADDITIONAL ITEMS: Brevard County reserves the right to negotiate pricing with awarded Contractor(s) to supply any additional items that may be added after the bid award. Acceptance will be based on existing cost parameters. Awarded Contractor(s) shall supply a current year catalog (printed or electronic) of all items sold.

11. SET-UP CHARGE: Contractor may charge one (1) set-up fee per logo/design. Future and/or repeat orders of a prior purchase may NOT be subject to a set-up charge.

12. NO SUBSTITUTION: Any item that states “No Substitution” means that only the specified brand/product item will be accepted.

13. DISCONTINUED ITEM: After bid award, if an item becomes discontinued and no longer available to stock, Contractor shall document in writing the cause and offer an alternative/substitution for approval.

14. REPLACEMENTS: Replacements of discontinued or extended (extended meaning longer than 45 days) out-of-stock item may be replaced with the same style as the clothing that is being replaced. Contractor shall provide written documentation for acceptance by Brevard County department authorized designee prior to substitution.

15. QUANTITIES: The quantities listed are estimated for a one-year period for aid in bid preparation only. They are not intended to represent the actual quantities, which will be purchased. **The actual quantities may be more or less.** Garments will be ordered in varying quantities by multiple County Departments with delivery direct to those offices. Blanket purchase orders will be issued by each user agency for the term of the bid. Bid prices should reflect this operation. Brevard County may order garments throughout the term of the contract in varying quantities due to new hires and replacements throughout the year. Unit cost shall include any/all delivery costs associated with shipment to destination.

16. COLORS: Unless specified, upon award contractor shall supply all color names available for awarded item(s) at same unit cost. All colors available in that style.

17. INTERNET: Contractor is to state if company is currently available for online accessibility to order, proof approval, and/or product information.

18. Brevard County requests a percent % discount off the awarded contractor's retail price for catalog items not listed on the price sheet. Any and all future percentage discount, specials, and/or promotional offers after award, are to be described in detail expressing all terms and validity dates.

19. Brevard County is not liable for any cost incurred by any contractor prior to any award. Costs for developing a response to this request for bid are entirely the obligation of the contractor and shall not be chargeable in any manner to Brevard County.

20. ERRORS/MISPRINTS: Any Contractor errors or misprints and the resulting production are NOT the responsibility of Brevard County and will NOT be accepted or compensated.

21. **APPROVED APPAREL BRAND DESCRIPTION – See Attachment "A" Price Sheet (Lot VII).**

PRINTING

FIRE RESCUE – 300 Ansin Rd., Rockledge, FL 32955
Estimated purchase amount: 4000 shirts per year. Fire Rescue may order shirts throughout the term of the contract due to new hires and replacements throughout the year. Multiple title changes (approximately 12) ***see "Exhibit B" below***.

- Screen print: 2.75 x 2.75 inch single color (black), Fire Rescue logo on front left chest; single color (black) title right chest; Brevard County Fire Rescue silk-screened on back (black).Screen print: Front: Left chest logo, 1-color TITLE above logo; Back Shoulder: 1-color "OCEAN RESCUE"; Sleeve(right): LIFEGUARD or title/rank on right chest.
- Embroidered: 2.75" x 2.75" multi-color, Fire Rescue Logo on front left chest; single color name and/or title on right chest (various names and titles).
- Embroidered (beanie cap): Multi-colored 1" "BCFR"
- Embroidered (cap): multi-color, Fire Rescue Logo on front center of cap.

FIRE RESCUE TITLES – "*EXHIBIT B"*

<u>On Front of Shirt</u>

1. **Firefighter**
2. **Lieutenant**
3. **Lieutenant Paramedic**
4. **District Chief**
5. **Fire Inspector**
6. **Firefighter Paramedic**
7. **Instructor**
8. **Reservist**
9. **Paramedic**
10. **Division Chief**
11. **Assistant Chief**
12. **Fire Chief**

<u>On Back of Shirt</u>
Brevard County Fire Rescue

OCEAN RESCUE

<u>On Front of Shirt</u>

1. **Chief**
2. **Asst. Chief**
3. **Shift Supervisor**
4. **Captain**

5. **Lieutenant**
6. **Senior Guard**

<u>On Right Sleeve</u>
Ocean Rescue

<u>On Back of Shirt</u>
Brevard County Ocean Rescue

22. JOB SHIRT- FULL BACK: Winter Jacket: multi color logo embroidered on front left; BCFR embroidered outline of lettering on upper back in white

Estimated Budget: $400,000.00

Uniform Apparel – Fire Rescue
B-2-25-37
PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation, and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

PLEASE SEE ATTACHMENT A: PRICE SHEET

NOTE: The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing. Such requests should be submitted with justification to the Purchasing Manager.

ACH PAYMENTS

Does your company accept ACH Payment Method? _____Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: _____

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No._____ Dated_____ // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for **B-2-25-37 / Uniform Apparel – Fire Rescue**

COMPANY NAME_____

ADDRESS_____

AUTHORIZED SIGNATURE_____

PRINTED SIGNATURE_____DATE_____

TELEPHONE #_____FAX #_____

EMAIL_____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Uniform Apparel – Fire Rescue
B-2-25-37

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent, reckless, or intentionally wrong act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $2,000,000 per claim. If policy is written as claims made, coverage shall remain continuous four years post term of the contract.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage

requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover Brevard County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Uniform Apparel – Fire Rescue
B-2-25-37
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with Section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

OR

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement program established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____

Date: _____ Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, _____, by (name of person making statement).

[Notary Seal]

_____
Notary Public Signature

_____
Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

Uniform Apparel – Fire Rescue
B-2-25-37
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of Contractor) is _____.
2. My relationship to _____(name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725, F.S., and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities,

personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.

6. _____ (name of Contractor) is not on 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 , F.S.

7. _____ (name of Contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

Uniform Apparel – Fire Rescue
B-2-25-37
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:_____
Date of Services: _____
City, State:_____ Phone#: _____
Contact Person:_____
Email: _____

Ref #2. Customer/Client:_____
Date of Services: _____
City, State:_____ Phone#: _____
Contact Person:_____
Email: _____

Ref #3. Customer/Client:_____
Date of Services: _____
City, State:_____ Phone#: _____
Contact Person:_____
Email: _____

Ref #4. Customer/Client:_____
Date of Services: _____
City, State:_____ Phone#: _____
Contact Person:_____
Email: _____

Ref #5. Customer/Client:_____
Date of Services: _____
City, State:_____ Phone#: _____
Contact Person:_____
Email: _____

CONTRACTOR NAME_____
ADDRESS_____
PRINTED SIGNATURE_____
AUTHORIZED SIGNATURE_____
TELEPHONE _____FAX#_____DATE_____
EMAIL: _____

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 the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in

_____ (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, 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: _____

Title: _____

Signature: _____ Date: _____

B-4-22-06/Uniform Apparel - Fire Rescue
Attachment A - Price Sheet

STATION WEAR ***ALL ITEMS IN LOT MUST BE PRICED IN ORDER TO BE CONSIDERED***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
LOT I: Station Wear					
1	*Men's* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband,Size: 28-54, color: Black	1800		$ -	5.11 Fast-Tac Urbarn, Style#74461 ***"No Substitutions"***
2	*Men's* Pants(Daily wear): Polyester Blend Adustable waistband, 5-pocket Size: 56-60 Color: Black	100		$ -	
3	*Ladies:* Pants(Daily wear): 4.7 oz. 100% Polyester, Adustable waistband, Size: 2-20 Color: Black	100		$ -	5.11 Fast-Tac Ubarn, Style#64420 ***"No Substitutions"***
	Ladies: Pants(Daily wear): Polyester blend, Adustable waistband, Size: 22- 26 Color: Black	30		$ -	
7	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color: Black Size: 28-42	20		$ -	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
8	OFFICE Pants (Daily Wear): 75% polyester, 25% wool, freedom flex stretch band. Color(s): Black Size: 44-54	20		$ -	Flying Cross men's serge weave wool blend. Mgr#47280. ***"No Substitutions"***
9	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light blue and White	100		$ -	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
10	Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and white	20		$ -	Fechheimer Flying Cross 35W5400 /35W5435 ***"No Substitution"***
11	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 24-42; Colors: Light blue and white	10		$ -	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
12	*Ladies* Shirt(Daily wear): L/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 44-56 Colors: Light Blue and White	6		$ -	Fechheimer Flying Cross 126R5400 /5435 ***"No Substitution"***
13	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 14-17.5 Colors: Light Blue and White	100		$ -	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
14	Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 18-22 Colors: Light Blue and White	40		$ -	Fechheimer Flying Cross 85R5435/5400 ***"No Substitution"***
15	*Ladies* Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size: 28-42 Colors: Light Blue and White	20		$ -	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***
16	Ladies Shirt(Daily wear): S/S, 65/35 Cotton/Permanent Press w/break resistant buttons. Size(neck): 44-56 Colors: Light Blue and White	5		$ -	Fechheimer Flying Cross 176R5400/5435 ***"No Substitution"***

LOT I TOTAL:				$ -	
LOT II: Dress Uniform ***US NAVY OFFICER BLUE***		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
23	Pants + Dress Uniforms: 55/45 Poly/Wool (hemming cost included in price)	20		$ -	Fechheimer 28P8696 ***"No Substitution"***
24	Jacket	20		$ -	Fechheimer 17B8696C ***"No Substitution"***
25	Hat(WHITE) White Bell Crown with Black Velvet Band and FD Buttons. Cushioned sweatband , individually sized by numerical measurements.	20		$ -	Keystone R-8B (244) ***"No Substitution"***
26	Hat(BLACK) All Blue Bell Crown with FD buttons, Non-adjustable. Cushioned sweatband , individually sized by numerical measurements.	20		$ -	Keystone R-8(149) ***"No Substitution"***
ALTERATIONS: Vendor must be able to provide alterations to new and existing apparel items due to service and rank change as requested. **Unit cost to include any shipping charges**: ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS					
27	Hemming: Pants	1			
28	Patch Removal	1			
29	Zipper Replacement	1			
30	Hole Patching: < 3/8" diameter	1			
31	Button Replacement	1			
32	Maltese Cross	1			
33	Striping (rank) Change	1			
LOT II TOTAL:				$ -	
LOT III: Accessories		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
34	Belt: Leather, MUST HAVE FULL INSIDE VELCRO. Size XS-4XL	50		$ -	
35	Belt Leather, 1 3/4 Garrison Belt, Size 24 - 68	50		$ -	
35	Tie: Four-In-Hand, Poly/Wool	50		$ -	
36	Tie(BLACK): Clip-On, black, 3" (various lengths)	50		$ -	
37	*Ladies* Tie(BLACK): Cross-Over, button snap	25		$ -	
38	Boots (STATION)men's, 8" side zipper, waterproof, lightweight. Color: Black. Size(s): 4-15. Width(s): Medium, Wide, & Extra-Wide	50		$ -	Thorogood, #834-6219/Commando Deuce. **"No Substitutions"**

39	Boots (STATION)men's, 8" zipper, waterproof. Color: Black. Size(s): 4-15. Width(s): Medium, Wide	150		$ -	Rocky Alpha-Force, #2173. ***"No Substitutions"***
40	Boots (STATION)men's, slip on, composite shank. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150		$ -	5.11 Company Boot 3.0, #12420. **"No Substitutions"**
41	Boots (STATION)men's, 8" Side Zip Jump Boot. Color: Black. Size(s): 4-15. Width(s): Regular, Wide	150		$ -	Thorogood #834-6888/8" Side Zip Jump boot, ***No substitutions***
LOT III TOTAL:				$ -	

LOT IV: BCFR Honor Guard Uniform		QTY	UNIT PRICE	EXTENDED PRICE	BRAND/STYLE
41	Dress Blouse: Black 55/45 Poly Wool Gabardine 16.5oz, Tailored pattern fit, Sizing is Made To Measure	1		$ -	
42	Trouser: Black 55/45 Poly Wool Gabardine 16.5oz, FLEX GRIP Waistband, Double Metal Hook Closure and Buttoned French Fly with YKK Brass Zipper, Military hem, Sizing is Made to Measure	1		$ -	
43	Custom Cover: Black 55/45 Poly Wool Serge, Fully Lined, Fitted Sizing, cushioned adjustable insert	1		$ -	
44	Belt : Premiere Clarino Honor Guard Belt with Gold Buckle and NO Lining			$ -	Item #; PL4031UC
45	Shoes: Bates Clarino with Leather Bottom	1		$ -	Item# E00007
46	Custom Shoulder Emblem: 3.5" x 4" Shield Shaped Custom Honor Guard Emblem in Black, Red and Gold Threads to Match the Dress Blouse	1		$ -	
LOT IV TOTAL:				$ -	

LOT V: PATCH APPLICATIONS. Unit cost to include ordering, shipping, and garment application. ALL GARMENTS MUST BE RETURNED WITHIN 14 DAYS. Patch sample website: ***www.flpatch.com***

47	PATCH: Fire Department	500		$ -	
48	PATCH: Dress	50		$ -	
49	PATCH: Dress Retirement	30		$ -	
50	PATCH: Ocean Rescue	500		$ -	
51	PATCH: Florida Paramedic w/blue border	250		$ -	
52	PATCH: Florida EMT	100		$ -	
53	PATCH: First Responder	50		$ -	
54	PATCH: Honor Guard	10		$ -	
LOT V TOTAL:				$ -	

GRAND TOTAL: Lot I-V **$ -**

Discount off Catalogue Price **%** _____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders offer cash discounts for

prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory deliver, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*If Prompt Payment discount is offered, please state discount and terms: _____

Does company accept Automated Clearing House (ACH) payments? □YES or □NO

ADDENDUM ACKNOWLEDGEMENT:

Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, scope of works, insurance, indemnification and pricing for B-2-25-37/Uniform Purchase - Fire Rescue

Vendor Name: _____

Authorized Signature: _____

Printed Name: _____

Phone: _____ Fax: _____

Email Address: _____

Badges	Est Quantity	UOM	Unit Price
Blackinton Badge #B300/**Rhodium**/State of Florida Seal Lettering: Firefighter or Reservist or Dispatch or Ocean Rescue or Paramedic or EMT BREVARD COUNTY FIRE/RESCUE	50	EA	
Blackinton Badge #B300/**Gold**/State of Florida Seal Lettering: Lieutenant or Honor Guard or Inspector or District Chief or Assistant Chief BREVARD COUNTY FIRE/RESCUE	30	EA	
Blackinton Badge #B300/**Two-Tone**/State of Florida Seal Lettering: Dispatch Supervisor or Communications Manager BREVARD COUNTY FIRE/RESCUE	6	EA	

Collar Brass	Est Quantity	UOM	Unit Price
Blackinton Collar Brass #A2909/1 Bugle, GOLD	20	Pair	
Blackinton Collar Brass #A2907/3 Bugles, GOLD	20	Pair	
Blackinton Collar Brass #A2907/3 Bugles, SILVER	6	Pair	
Blackinton Collar Brass #A2906/4 Bugles, GOLD	6	Pair	
Blackinton A8903 BLUE enamel/3 Bugles, SILVER 11/16"	4	EA	
Blackinton A8906 Blue enamel/1 Bugle, Silver 11/16"	4	EA	
Blackinton A2872 4 gold bugles on gold background 15/16" collar brass	6	EA	
Blackinton A6969 4 gold bugles on red enamel background 15/16" collar brass	8	EA	
Blackinton A2547 w/A2909 applied, SILVER bugles/ BLUE background	10	EA	
Blackinton A2904 / 1 Bugle, Gold	20	EA	
Blackinton A2902 / 3 Bugle, Gold	10	EA	
Blackinton A2547 w/A2907 cut out applied/ Silver bugles/Blue background	2	EA	
Blackinton A1962DE / gold bugles/red enamel	8	EA	
Blackinton A1962 /gold bugles gold rays	4	EA	
Blackinton A2547 w/A2905 applied gold bugles/red enamel	4	EA	
Blackinton A2815DE /gold bugles/red enamel	2	EA	

Class A Badges	Est Quantity	UOM	Unit Price
Blackinton Class A Badge #B1496/**Gold**/State of Florida Seal Lettering: Assitant Chief or Chief or District Chief or Lieutenant or Fire Inspector BREVARD COUNTY FIRE RESCUE	20	EA	
Blackinton Class A Badge #B1496/**Rhodium**/State of Florida Seal Lettering: Firefighter BREVARD COUNTY FIRE RESCUE	20	EA	
Blackinton Class A Badge #B1496/**Two-Toned**/State of Florida Seal Lettering: Dipsatch Supervisor or Communications Manager	3	EA	

BREVARD COUNTY FIRE RESCUE			

Hat Pins	Est Quantity	UOM	Unit Price
Blackinton Class A Hat Pin, Gold A2912 Center: 1 Bugle/w/screw back attachment	15	EA	
Blackinton Class A Hat Pin, GOLD A1962 Center: 4 Bugles w/screw back attachment	2	EA	
Blackinton Class A Hat Pin, Silver A2327 Center: Fire Scramble w/screw back attachment	4	EA	
Blackington Class A Hat Pin, Gold A2327 Center: Fire Scramble w/screw back attachment	4	EA	
Blackinton Class A Hat Pin, GOLD A2910 Center: 3 Bugles w/screw back attachment	6	EA	
Blackinton Class A hat pin, Gold A1962DE Center: 4 Bulges w/screw back attachment	3	EA	
Blackinton Class A hat pin, A2815DE Center: 5 gold bulges, red enamal background	2	EA	

Name Plates	Est Quantity	UOM	Unit Price
Blackinton Name Plate #J3/**Silve**r w/Polished Finish Clutch Back/First Initial, Last Name	30	EA	
Blackinton Name Plate #J3/**Gold** w/Polished Finish Clutch Back/First Initial, Last Name	15	EA	

Speciality Items	Est Quantity	UOM	Unit Price
J 9 Retired name plates/ gold / rhodium Top title: Firefighter/Lieutentant/District Chief/Fire Inspector/Dispatch Supervisor/ Dispatcher/Deputy Chief Bottom title: Retired	10	EA	

TOTAL PRICE LOT VI $ -

Bid price to provide all production, labor, materials, equipment, and delivery/shipping charges required to execute all of the work described by the bidding documents for the specific apparel shall be incorporated into the "Unit Price" cost:

Item Description	Estimated Quantity	Unit Price	Extended Price	Brand & Sku/Item #	
1. Beanie Cap 9" Embroidery: w/1-color "BOCR"	40		$ -		Ocean Rescue
2. Cap: Color; Black; Mulit-color logo embroidered on front; flex fit or snap back	300		$ -	Port Authority Flexfit Mesh Back Cap MFG# C812	fire rescue
3. Jacket : Gildan 18600 Heavy Blen Full-Zip Hooded Sweatshirt ***no substitutions"**colors: Navy, Red Size XS- XL; Embroidery: color logo ;	50		$ -		Ocean Rescue
4. Lifeguard Shorts (men's) Maui Rippers 19" Color: Navy,Red, Black ***no substitutions*** Screenprint. Size: 30-38	80		$ -	Maui Rippers 19"	Ocean Rescue
5. Lifeguard Shorts (women's) Maui Rippers Color: Navy, Red, Black ***no substitutions*** Screenprint. Size: S-XL	25		$ -	Maui Rippers 19"	Ocean Rescue
6. Gildan 18200 Heavy Blend Sweatpants Navy, Red XS-XL ***no substitutions*** Screenprint	100		$ -		Ocean Rescue
7. Hanes Men's Performance Tank, X-Temp Moisture-Wicking Tank Top, Navy and Light Steel *no substitutions*	150		$ -		Ocean Rescue
8. T-Shirt: Short Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
9. T-Shirt: Long Sleeve Hanes Men's cool Dri Upf 50 Moisture Wicking ***no substitutions*** Size: XS-XL; Color: Graphite	100		$ -	**Hanes Cool Upf 50**	Ocean Rescue
10. T-shirt (men's), short sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	650		$ -		Ocean Rescue
11. T-shirt (men's), short sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	24		$ -		Ocean Rescue
12. T-shirt (men's), long sleeve, 90/10 cotton/poly. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below or left chest) ***w/1 color on back*, *silk-screening down right arm*** Color: White, grey	120		$ -		Ocean Rescue
13. T-shirt (men's), long sleeve, 100% cotton. Size: S-XL Screenprint: 4-color logo; w/1-color dept/title name (below) ***w/1 color on back*; Color: white, grey**	120		$ -		Ocean Rescue
14. T-shirt (men's), long sleeve, 100% cotton. Size: 2X-5X Screenprint: 4-color logo; w/1-color dept/title name (below) *w/1 color on back*; Color: white, grey	12		$ -		Ocean Rescue
15. ANETIK Tech Hoody ***NO SUBSTITUTION*** Color: Navy, Red, Black Size XS-XL; silkscreen	200		$ -		Ocean Rescue
16. ANETIK ROAM TECH PANT ***NO SUBSTITUTION*** Color: Black Size 28-38; silkscreen	50		$ -		Ocean Rescue
18. ANETIK Technician Button Up***NO SUBSTITUTION*** Color: Black and Navy Size S-XL; Embroidery	50		$ -		Ocean Rescue
19. All season Jacket Port Authority J332 Vortex Waterproof 3-in-1 Jacket ***NO SUBSTITUTION*** Navy and Red Embroidered both layers	50		$ -		Ocean Rescue
20. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: S-XL : Embroidered: Multi-color logo (left chest);	46		$ -		Fire Rescue
21. Sweatshirt w/zipper HOODED. 50/50 Cotton/Polyester. Size: 2X-3X : Embroidered: Multi-color logo	10		$ -		Fire Rescue
22. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: S-XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	1500		$ -	Gildan8000 No substitutions	Fire Rescue Mens' short sleeve S-XL
23. T-shirt (men's) **Dri-Fit**: Gildan8000 *no substitution* short sleeve, 50/50 cotton /dry blend polyester jersey. Size: 2X-4X Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Sport Grey, White	300		$ -	Glidan8000 No substitution	mens short sleeve 2x-4x
24. T-shirt (men's) **Dri-Fit**: short sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 4XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder Colors: Sport Grey, white	200		$ -		mens short sleeve tall large Tall - 4xl tall
25. T-shirt (men's) **Dri-Fit**: Gildan8400 long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Navy, Sport Grey, White	1500		$ -	Gildan 8400 No substitutions	mens long sleeve S-2XL
26. T-shirt (men's) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		Mens long sleeve 3xL-4XL
27. T-shirt (men's) **Dri-Fit**: long sleeve, 50/50 cotton /dry blend polyester jersey. Size: Large-Tall - 3XL-tall Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back Colors: Grey, white	300		$ -		Men's long sleeve tall Large Tall - 4XL tall
28. T-shirt (ladies's) **Dri-Fit**: Port & Company LPC55 short sleeve, 5.5 ounce, 50/50 cotton /poly. Size: S- XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	100		$ -	Port & Company LPC55 No substitutions	ladies short sleeve S-xl
29. T-shirt (ladies) **Dri-Fit**: Port & Compant LPC55 short sleeve, 50/50 cotton/dry blend poly. Size: 2XL-4xl Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Athletic Heather, White	60		$ -	Port & Company LPC55 No substitutions	ladies short sleeve 2xl - 4xl
30. T-shirt (ladies) **Dri-Fit**: crew or scoop neck long sleeve, 50/50 cotton /dry blend polyester jersey. Size: S - 2XL: Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back shoulder. Colors: Grey, White	1500		$ -		ladies long sleeve s-2x
31. T-shirt (ladies) **Dri-Fit**: long sleeve, 5.5 ounce, 50/50 cotton /poly. Size: 3XL - 4XL Screenprint: 1-color logo; w/1-color dept/title name (above); w/1-color back. Colors: Grey, White	100		$ -		ladies long sleeve 3xl -4 xl
32. Nike Golf Tech Sport (Men's) **Dri-Fit** Polo ***no substitution***	15		$ -	Nike Gold Tech Sport no	ocean rescue

266998, 4-color dept logo embroidered, title embroidered Size: XlargeTall – 5XlargeTall Colors: Anthracite, Black				substitutions	
33. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on	1500		$ -	Port Authority K100 No substitutions	Mens' Polo s-xl
34. Polo Shirt w/buttons (men's): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority K100 No substitutions	Mens polo 2xl - 5xl
35. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: LT-2XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Port Authority TLK100 No substitutions	mens polo large tall - 2xlarge tall
36. Polo Shirt w/buttons (men's): Port Authority TLK100 ***no substitution*** 60/40 Cotton/Poly Size: 3XLT - 5XLT ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	50		$ -	Port Authority TLK100 No substitutions	mens polo 3xlt - 5xlt
37. Polo Shirt w/buttons (ladies): Port Authority L100 ***no substitution*** 60/40 Cotton/Poly Size: S-XL ; Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	300		$ -	Port Authority L100 No substitutions	ladies polos s-xl
38. Polo Shirt w/buttons (ladies): Port Authority K100 ***no substitution*** 60/40 Cotton/Poly Size: 2XL - 5XL ;Colors: Graphite Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	100		$ -	Port Authority L100 No substitutions	ladies polos 2xl-5xl
39. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	1500		$ -	Cornerstone Polo CS410 no substitution	has mic clips and pen pocket s- xl
40. Cornerstone Polo CS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	500		$ -	Cornerstone Polo CS410 no substitution	mens 2xl-4xl
41. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above), *w/1 color on back*	200		$ -	Cornerstone Polo TLCS410 no substitution	mens Large Tall - 2xlt
42. Cornerstone Polo TLCS410 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve Embroidery: full-color logo w/1 color dept/title name (above)	30		$ -	Cornerstone Polo TLCS410 no substitution	mens 3XLT-4XLt
43. Cornerstone Polo CS412, all colors, size: men's S-Xl, embroidery: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	Mens - s-xl / no mic clip/pen pocket
44. CornerStone Polo CS412, all colors, size: Men's 2XL-5XL; embroider: full color logo (left chest), one color name and title (right chest)	30		$ -	Cornerstone Polo CS412 no substitution	2X - 5X
45. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full color logo embroidered, title/name embroidered; Colors: Various, Size LT - 2XLT	30		$ -	Cornerstone Polo TLCS412 no substitution	Large Tall - 2xlt
46. Cornerstone Polo TLCS412 ***no substitution*** 100% polyester, 6.6 ounce, 3 button placket with dyed-to-match buttons, mic clips at center placket and shoulders, reinforced dual pen pockets on left sleeve full-color logo embroidered, title/name embroidered; Colors: various Size 3XLT - 4XLT	20		$ -	Cornerstone Polo TLCS412 no substitution	3XLt- 4XL
47. Cornerstone Polo CS411, ColorsVarious, size: S-Xl, embroidery: full-color logo (left chest), one color name and title (right chest) optional	40		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket s-xl
48. CornerStone Polo CS411, Colors: Various, size: Ladies 2XL-4XL; embroider: full- color logo (left chest), one color name and title (right chest) Optional	30		$ -	Cornerstone Polos CS411 No substitution	ladies w/ mic slips and pen pocket 2xl -
49. Jacket: 100% polyester softshell, zipper closure, water-resistant, zipper pockets, vented back, machine washable. Color:Black Embroidery: BCFR multi color logo left chestblack; BCFR outside lettering embroidered on back of jacket in White thread	60		$ -		

TOTAL PRICE LOT VII **$ -**


BREVARD
FIRE
RESCUE
COUNTY

RIGHT CHEST IMPRINT 3"W x 0.9"T

PANTONE COLORS BLACK

LIEUTENANT
PARAMEDIC





LEFT CHEST IMPRINT 3.5" WIDE x 3.5" TALL

PANTONE COLORS BLACK
* NOT EXACT MATCH (WITHIN 90%)

BREVARD
FIRE
RESCUE
COUNTY

BACK IMPRINT 10.5"W x 10.25"T

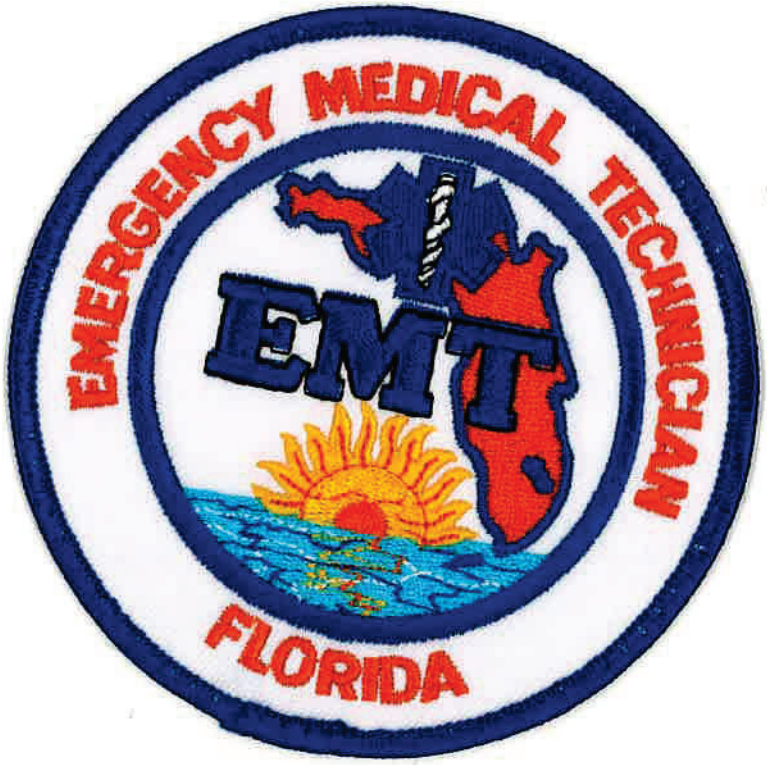
PANTONE COLORS BLACK
* NOT EXACT MATCH (WITHIN 90%)

Brevard
COUNTY
FIRE
RESCUE


HONOR GUARD
BREVARD
FIRE
RESCUE
COUNTY


BREVARD COUNTY
FIRE RESCUE
BREVARD
FIRE
RESCUE
COUNTY


RETIRED
BREVARD COUNTY
FIRE RESCUE
BREVARD
FIRE
RESCUE
COUNTY


EMERGENCY MEDICAL TECHNICIAN
EMT
FLORIDA


PARAMEDIC
FLORIDA


BREVARD COUNTY FIRE RESCUE
OCEAN RESCUE
LIFEGUARD
BREVARD
RESCUE
FIRE
COUNTY


EMERGENCY MEDICAL CARE
FIRST RESPONDER


BREVARD
FIRE
RESCUE
COUNTY

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
April 08. 2025
B-2-25-37/Uniform Apparel – Fire Rescue

PROCUREMENT ANALYST: Heather Riley

VENDOR	VENDOR CITY AND STATE	ITEMS AWARDED	AWARD AMOUNT
Design Lab, Inc.	Greenville, SC	ALL	See attached Bid Tabulation
Galls, LLC	Lexington, KY	ALL	
Global Trading, Inc.	Miami, FL	ALL	
Inunison Apparel	Lauderdale, FL	ALL	
Oaks International Trading	Rockledge, FL	ALL	
Read's Uniform, LLC.	Asheville, NC	ALL	
Woodland & Rich	Deland, FL	ALL	
ReefDesign Custom LLC	Ocala, FL	Non-Responsive	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Mary Bowers
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Mary Bowers, Purchasing Manager

---

AWARDED BY A COMMITTEE CONSISTING OF: N/A

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: April 08, 2025 ENDING DATE: April 07, 2030
RENEWAL OPTION ☐ One year ☐ Other (fill in) _____

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☒ OTHER - (March 2024 W-9)

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

HERNANDO COUNTY, has a desire to enter into a Cooperative Purchase Agreement (Piggyback) for your company to provide Uniforms and related items for the County's Fire Rescue Department in Hernando County. Under the same terms and conditions as the Agreement between Brevard County, Florida, 2725 Judge Fran Jamieson Way, Building C, Room 303, Viera, FL and Design Lab Inc., 825 Old Airport Rd, SC 29607 dated April 8, 2025 with a Contract period of five (5) years from date of award, which contract resulted from a competitive Bid. Hernando County Purchasing and Contracts, has reviewed the Contract and Bid results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Design Lab, Inc. hereby agrees to provide such services and prices to Hernando County under the same price(s), terms and conditions as the referenced Contract between Design Lab Inc. and Brevard County, Florida. All references in the Contract between Design Lab Inc. and Brevard County, Florida, shall be assumed to pertain to, and are binding upon Design Lab Inc. and Hernando County.

Estimated Annual Spend: $15,000.00
Hernando County File No: 26-P0268
Originating Contract No: B-2-25-37

Agreed, accepted and consented to this, the last date hereunder.

DESIGN LAB INC.

Authorized Signature

Name: Matt Moller

Title: VP Sales

Date: 10/28/25

ATTEST: Linda Andrews

HERNANDO COUNTY:

Authorized Signature

Name: Carla Rossiter-Smith

Title: Chief Procurement Officer

Date: 10/29/25

ATTEST: Fran Hallet

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 26000271-1

Copy

VENDOR
mollerjeanne@aol.com
27521 FAX: 864-297-7198
DESIGNLAB INC
825 OLD AIRPORT ROAD
GREENVILLE SC 29607

pdf

SHIP TO
HERNANDO COUNTY FIRE LOGISTICS
7300 WINTER STREET
BROOKSVILLE, FL 34613

ORDER DATE: 11/14/25	BUYER: MDEJESUS	REQ. NO.: RQ260381	REQ. DATE: 09/30/26
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: HERNANDO COUNTY PIGGYBACK	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is a Piggy-Back off Agency Named: Brevard County, in accordance with its Contract No. B-2-25-37, Hernando County File No. 26-P0268. The Contract Terms and Conditions apply, and the Purchase Order terms and conditions do not apply to this purchase . This Contract will expire on: 4/7/2030. The County Contact Person is: Rich Russell, Phone Number: (352) 573-7280 The Contractor Contact is: Beth Moller, Phone Number: (864) 313-0723 Email: bethdesignlab@gmail.com 12/19/2025 Change Order No 1 - MP Contract #: 26-P0268 CO # 1 is to increase new recruits/class and class A uniforms Increase Line 2 $ 15,000.00; New Line Total $ 27,500.00 Old PO Total $ 25,000.00 New PO Total $ 40,000.00 Dept 02261 Account 5305205 Line # 2 $ 7,500.00 Dept 02491 Account 5305205 Line # 2 $ 7,500.00 2261-5305205 2 7500.00		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 26000271-1

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VENDOR
mollerjeanne@aol.com
27521 FAX: 864-297-7196
DESIGNLAB INC
825 OLD AIRPORT ROAD
GREENVILLE SC 29607

pdf

SHIP TO
HERNANDO COUNTY FIRE LOGISTICS
7300 WINTER STREET
BROOKSVILLE, FL 34613

ORDER DATE: 11/14/25	BUYER: MDEJESUS	REQ. NO.: RQ260381	REQ. DATE: 09/30/26
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: HERNANDO COUNTY PIGGYBACK	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			2491-5305205 2 7500.00		
01	12500.00	EA	VENDOR TO PROVIDE FIRE/EMS UNIFORMS, CHIEF UNIFORMS & BADGES/BRASS FOR HERNANDO COUNTY FIRE RESCUE, ORDER AS NEEDED.	1.0000	12,500.00
02	27500.00	EA	VENDOR TO PROVIDE FIRE/EMS UNIFORM STOCK ITEMS FOR HERNANDO COUNTY FIRE RESCUE, ORDER AS NEEDED.	1.0000	27,500.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	02261	5305205	6,250.00	
01	02491	5305205	6,250.00	
02	02261	5305205	13,750.00	
02	02491	5305205	13,750.00	

PAGE TOTAL $	40,000.00
TOTAL $	40,000.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Ravelo-Statler
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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PACKING

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Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
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Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 26000271-1
CHANGE DATE: 12/19/25

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VENDOR
mollerjeanne@aol.com
27521 FAX: 864-297-7198
DESIGNLAB INC
825 OLD AIRPORT ROAD
GREENVILLE SC 29607

SHIP TO
HERNANDO COUNTY FIRE LOGISTICS
7300 WINTER STREET
BROOKSVILLE, FL 34613

ORDER DATE: 11/14/25	BUYER: MDEJESUS	REQ. NO.: RQ260381	REQ. DATE: 11/03/25
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			12/19/2025 Change Order No 1 - MP Contract #: 26-P0268 CO # 1 is to increase new recruits/class and class A uniforms Increase Line 2 $ 15,000.00; New Line Total $ 27,500.00 Old PO Total $ 25,000.00 New PO Total $ 40,000.00 Dept 02261 Account 5305205 Line # 2 $ 7,500.00 Dept 02491 Account 5305205 Line # 2 $ 7,500.00 2261-5305205 2 7500.00 2491-5305205 2 7500.00		
02	15000.00	EA	VENDOR TO PROVIDE FIRE/EMS UNIFORM STOCK ITEMS FOR HERNANDO COUNTY FIRE RESCUE, ORDER AS NEEDED.	.0000	15,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
02	02261	5305205	7,500.00	
02	02491	5305205	7,500.00	

PAGE TOTAL $	15,000.00
TOTAL $	15,000.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Slate
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners

Change Order Request

____ Add Line(s)	____ Cancel Outstanding Balance	X Increase/Decrease Funds
____ Delete Line(s)	____ Change Project Number	____ Increase/Decrease Blanket
____ Cancel Purchase Order	____ Change Account Number	____ Increase/Decrease Quantity

Today's Date: 12-19-2025
PO/Contract #: 26000271
Change Order Number: 1
Requisition Number: RQ260381
Vendor's Name on PO: DESIGNLAB INC
Department/Employee: MALINDA DEJESUS

Instructions: In the explanation, details of the request must be provided. All requests must include account number, line item number, project number, new purchase order total. Include details as if entering a new requisition. If change request is due to new agreements, quotes, projects, etc. necessary documents must be attached.

Explanation:

Justification: Contract #: 26-P0268
CO # 1 is to increase new recruits/class and class A uniforms
Increase Line 2 $ 15,000.00; New Line Total $ 27,500.00
Old PO Total $ 25,000.00 New PO Total $ 40,000.00
Dept 02261 Account 5305205 Line # 2 $ 7,500.00
Dept 02491 Account 5305205 Line # 2 $ 7,500.00

2261-5305205	2	7500.00
2491-5305205	2	7500.00

Department Approval: LOUISE GALAJDA **Date:** 12-15-2025

Chief Procurement Officer: FRAN HALLET **Date:** 12-16-2025

BOCC Approval Date: _____
(BOCC Required per Purchasing 080E)

Revised May, 2012

Hernando County Board of County Commissioners

Change Order Request

____ Add Line(s)	____ Cancel Outstanding Balance	**X** Increase/Decrease Funds
____ Delete Line(s)	____ Change Project Number	____ Increase/Decrease Blanket
____ Cancel Purchase Order	____ Change Account Number	____ Increase/Decrease Quantity

Today's Date: 01-02-2026
PO/Contract #: 26000271
Change Order Number: 2
Requisition Number: RQ260381
Vendor's Name on PO: DESIGNLAB INC
Department/Employee: MALINDA DEJESUS

Instructions: In the explanation, details of the request must be provided. All requests must include account number, line item number, project number, new purchase order total. Include details as if entering a new requisition. If change request is due to new agreements, quotes, projects, etc. necessary documents must be attached.

Explanation:

Justification: Contract #: 26-P0268
CO # 2 is to increase orders for uniform requirements.
Increase Line 2 $ 110,000.00; New Line Total $ 137,500.00

Old PO Total $ 40,000.00 New PO Total $ 150,000.00

Dept 02261 Account 5305205 Line # 2 $ 55,000.00
Dept 02491 Account 5305205 Line # 2 $ 55,000.00

2261-5305205 2 55000.00
2491-5305205 2 55000.00

Department Approval: LOUISE GALAJDA **Date:** 12-31-2025

Chief Procurement Officer: _____ **Date:** _____

BOCC Approval Date: _____
(BOCC Required per Purchasing 080E)

Revised May, 2012

SELECTION CRITERIA: expledgr.key_orgn='02261'
ACCOUNTING PERIOD: 4/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1661 HC FIRE RESCUE - FIRE
DEPARTMENT-02261 HC FIRE RESCUE - FIRE
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	14,834,846.00	.00	.00	3,253,703.63	11,581,142.37	21.93
5101212	SALARY-MARKET ADJUSTMENT	151,125.00	.00	.00	.00	151,125.00	.00
5101400	SALARIES & WAGES-OVERTIM	717,800.00	.00	.00	207,954.34	509,845.66	28.97
5101501	SPECIAL PAY-STIPENDS	29,011.00	.00	.00	96.00	28,915.00	.33
5102100	FICA TAXES-MATCHING	1,214,278.00	.00	.00	258,158.75	956,119.25	21.26
5102200	RETIREMENT CONTRIBUTIONS	4,973,744.00	.00	.00	1,111,066.92	3,862,677.08	22.34
5102300	LIFE & HEALTH INSURANCE	5,347,159.00	.00	.00	669,065.91	4,678,093.09	12.51
5102400	WORKERS COMP PREMIUMS	671,114.00	.00	.00	148,712.42	522,401.58	22.16
TOTAL * PERSONAL SERVICES		27,939,077.00	.00	.00	5,648,757.97	22,290,319.03	20.22
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303101	PROFESSIONAL SERVICES	519,000.00	.00	122,142.87	.00	396,857.13	23.53
5303401	CONTRACTED SERVICES	51,954.00	.00	8,656.20	6,310.00	36,987.80	28.81
5303410	CONTR SRV-JANITORIAL/PES	6,050.00	.00	2,328.72	1,131.10	2,590.18	57.19
5303413	CONTR SRV-MOWING	18,300.00	.00	14,237.50	3,350.00	712.50	96.11
5303460	CONTR SRV-DISPATCHING	210,000.00	.00	.00	.00	210,000.00	.00
5303465	CONTR SRV-EMPL PHYSICALS	155,370.00	.00	.00	38,025.00	117,345.00	24.47
5304001	TRAVEL & PER DIEM	27,250.00	.00	.00	154.00	27,096.00	.57
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	35.96	464.04	7.19
5304101	COMM SVC,DEVICES,ACCESSR	69,284.00	32.50	.00	9,551.04	59,732.96	13.79
5304205	POSTAGE AND FREIGHT	37,800.00	.00	.00	7,292.67	30,507.33	19.29
5304302	UTILITY SRV-ELECTRIC	69,877.00	1,838.32	.00	15,725.53	54,151.47	22.50
5304303	UTILITY SRV-WTR,SWR,LPGA	14,880.00	94.68	.00	576.20	14,303.80	3.87
5304304	UTILITY SRV-TRASH REMOVA	19,720.00	.00	4,390.02	2,419.97	12,910.01	34.53
5304401	RENTAL/LEASE-EQUIPMENT	19,010.00	.00	2,601.09	582.97	15,825.94	16.75
5304403	RENTAL/LEASE-LAND	13,983.00	.00	.00	.00	13,983.00	.00
5304405	RENTAL/LEASE-BUILDINGS	600.00	.00	.00	.00	600.00	.00
5304501	INSURANCE & BONDS-PREMIU	897,188.00	.00	.00	35,407.41	861,780.59	3.95
5304601	REPAIR/MAINT-BLDG & GRD	622,800.00	599.22	112,440.41	58,173.83	452,185.76	27.39
5304602	REPAIR/MAINT-VEHICLES	435,231.00	.00	.00	179,436.59	255,794.41	41.23
5304603	REPAIR/MAINT-EQUIPMENT	124,650.00	6,505.85	12,052.18	9,378.67	103,219.15	17.19
5304604	REPAIR/MAINT-OFFICE EQUI	975.00	.00	.00	.00	975.00	.00
5304605	REPAIR/MAINT-DP EQUIPMEN	4,150.00	.00	.00	.00	4,150.00	.00
5304606	REPAIR/MAINT-SOFTWARE	88,160.00	.00	.00	20,205.00	67,955.00	22.92
5304609	REPAIR/MAINT-RADIO COSTS	86,376.00	.00	.00	.00	86,376.00	.00
5304701	PRINTING & BINDING	10,600.00	.00	.00	.00	10,600.00	.00
5304801	PROMOTIONAL ACTIVITIES	12,500.00	.00	.00	.00	12,500.00	.00
5304901	ADVERTISING-LEGAL	200.00	.00	.00	.00	200.00	.00
5304921	OPER EXP-RMB SPCL ASSESS	1,000.00	.00	.00	.00	1,000.00	.00
5304922	FEES/COSTS-OTHER	1,300.00	.00	.00	.00	1,300.00	.00
5304923	FEES/COSTS-FILING FEES	1,500.00	269.50	.00	344.50	1,155.50	22.97
5304933	FEES/COSTS-CST ALLO PLN	1,240,645.00	.00	.00	.00	1,240,645.00	.00
5304936	FEES/COSTS-TC COMMISSN	787,438.00	.00	.00	528,805.98	258,632.02	67.16
5304937	FEES/COSTS-TC REFUNDS	2,000.00	.00	.00	.00	2,000.00	.00
5304940	FEES/COSTS-PROP APPRSR	1,181,567.00	308,512.10	.00	617,024.20	564,542.80	52.22
5304953	FEES/COSTS-FLT GPS TRCKN	26,040.00	.00	.00	.00	26,040.00	.00

SELECTION CRITERIA: expledgr.key_orgn='02261'
ACCOUNTING PERIOD: 4/26

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PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1661 HC FIRE RESCUE - FIRE
DEPARTMENT-02261 HC FIRE RESCUE - FIRE
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304955	FEES/COSTS-FLT CAP RECV	979,124.00	.00	.00	193,927.70	785,196.30	19.81
5304956	FEES/COSTS-FLT FCLTY AL	7,000.00	.00	.00	.00	7,000.00	.00
5304957	FEES/COSTS-FLEET/ADMIN	76,368.00	.00	.00	11,174.00	65,194.00	14.63
5304959	FEES/COSTS-BANK CHARGES	2,000.00	.00	.00	.00	2,000.00	.00
5304965	FEES / COSTS-NEW HIRES	27,000.00	.00	.00	25,515.33	1,484.67	94.50
5305101	OFFICE SUPPLIES	12,500.00	.00	.00	.00	12,500.00	.00
5305201	OPERATING SUPPLIES	160,355.00	.00	28,075.67	22,984.33	109,295.00	31.84
5305202	GAS, OIL & LUBRICANTS	269,205.00	.00	.00	31,615.58	237,589.42	11.74
5305205	CLOTHING & UNIFORM APPRL	130,450.00	4,316.69	9,791.84	10,208.16	110,450.00	15.33
5305206	TOOLS & SMALL IMPLEMENTS	85,500.00	.00	.00	9,984.56	75,515.44	11.68
5305207	SAFETY GEAR AND SUPPLIES	605,060.00	4,685.99	276,112.64	63,794.00	265,153.36	56.18
5305214	OPER SUPP - HYDRANTS	8,600.00	.00	.00	.00	8,600.00	.00
5305217	OPER SUPP-HCFR-MSA/SCBA	27,775.00	.00	.00	6,940.23	20,834.77	24.99
5305218	OPER SUPP-HCFR-TRT	21,500.00	.00	.00	.00	21,500.00	.00
5305219	OPER SUPP-HCFR-HAZMAT	32,380.00	.00	.00	.00	32,380.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	21,948.00	.00	.00	.00	21,948.00	.00
5305222	OPER SUPP-CMPTR HARDWARE	6,200.00	.00	.00	.00	6,200.00	.00
5305225	OPER SUPP-MEDICAL SUPL'S	750.00	.00	.00	.00	750.00	.00
5305236	OPER SUPP-COMNTY OUTREAC	17,500.00	.00	.00	.00	17,500.00	.00
5305237	OPER SUPP-DRONES	18,500.00	.00	.00	.00	18,500.00	.00
5305246	OPER SUPP-HCFR-ARFF	11,000.00	.00	.00	.00	11,000.00	.00
5305247	OPER SUPP-HCFR-TRN OPS	15,500.00	.00	.00	3,493.78	12,006.22	22.54
5305248	OPER SUPP-HCFR-MARINE	10,000.00	.00	.00	.00	10,000.00	.00
5305250	OPER SUPP-VEH ACCESSORY	70,000.00	.00	.00	.00	70,000.00	.00
5305251	OPER SUPP-COMM ACCESSORY	15,295.00	.00	.00	.00	15,295.00	.00
5305264	UNCAPITALIZED EQUIPMENT	216,383.00	.00	12,434.35	30,536.32	173,412.33	19.86
5305274	UNCAP EQUIP-TECH	95,750.00	.00	.00	.00	95,750.00	.00
5305401	BOOKS/PUBLICATIONS/SUBSC	2,000.00	.00	.00	.00	2,000.00	.00
5305402	DUES AND MEMBERSHIPS	5,657.00	.00	.00	.00	5,657.00	.00
5305420	SUBSCRIPTIONS-ELECTRONIC	52,083.00	.00	870.93	34,169.31	17,042.76	67.28
5305506	EDUC-TRAINING & TUITION	189,863.00	.00	.00	8,566.70	181,296.30	4.51
5305510	EDUC-TUITION REIMBURSEMN	20,000.00	.00	.00	1,740.54	18,259.46	8.70
	TOTAL * OPERATING EXPENSES	9,971,144.00	326,854.85	606,134.42	1,988,581.16	7,376,428.42	26.02
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606101	LAND ACQUISITION	1,850,000.00	.00	.00	.00	1,850,000.00	.00
5606401	EQUIPMENT $5,000 OR MORE	166,750.00	.00	45,382.74	.00	121,367.26	27.22
5606405	EQUIP-VEHICLE,TRLER>$500	20,950.00	.00	.00	.00	20,950.00	.00
	TOTAL * CAPITAL OUTLAY	2,037,700.00	.00	45,382.74	.00	1,992,317.26	2.23
1ST SUBTOTAL-570 * DEBT SERVICE							
5707117	PRINCIPAL-LOC	351,524.00	.00	.00	.00	351,524.00	.00
5707217	INTEREST-LOC	38,589.00	.00	.00	.00	38,589.00	.00
	TOTAL * DEBT SERVICE	390,113.00	.00	.00	.00	390,113.00	.00

1ST SUBTOTAL-590 * NON-OPERATING EXPENSES

SELECTION CRITERIA: expledgr.key_orgn='02261'
ACCOUNTING PERIOD: 4/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1661 HC FIRE RESCUE - FIRE
DEPARTMENT-02261 HC FIRE RESCUE - FIRE
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5909501	AMORTIZATION-BOND ISS CS	35,904.00	.00	.00	.00	35,904.00	.00
5909910	BUDGET RES FOR CONTINGNC	8,900,863.00	.00	.00	.00	8,900,863.00	.00
5909917	BUDGET RES-CAPITAL PROJC	14,480,969.00	.00	.00	.00	14,480,969.00	.00
	TOTAL * NON-OPERATING EXPENSE	23,417,736.00	.00	.00	.00	23,417,736.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	73,500.00	.00	.00	.00	73,500.00	.00
5920830	TRNSF-NON-ADVAL REV S202	168,554.00	.00	.00	.00	168,554.00	.00
5951210	TRNSF-HLTH SELF INS(5121	310,824.00	.00	.00	.00	310,824.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	552,878.00	.00	.00	.00	552,878.00	.00
1ST SUBTOTAL-599 TRNSF-TO/FROM SAME FUND							
5999078	TRNSF-GRANT MATCH	40,000.00	.00	.00	.00	40,000.00	.00
	TOTAL TRNSF-TO/FROM SAME FUND	40,000.00	.00	.00	.00	40,000.00	.00
	TOTAL HC FIRE RESCUE - FIRE	64,348,648.00	326,854.85	651,517.16	7,637,339.13	56,059,791.71	12.88
	TOTAL HC FIRE RESCUE - FIRE	64,348,648.00	326,854.85	651,517.16	7,637,339.13	56,059,791.71	12.88
TOTAL REPORT		64,348,648.00	326,854.85	651,517.16	7,637,339.13	56,059,791.71	12.88

SELECTION CRITERIA: expledgr.key_orgn='02491'
ACCOUNTING PERIOD: 4/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1691 HC FIRE RESCUE - RESCUE
DEPARTMENT-02491 HC FIRE RESCUE - RESCUE
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	12,305,400.00	.00	.00	2,640,857.06	9,664,542.94	21.46
5101212	SALARY-MARKET ADJUSTMENT	89,503.00	.00	.00	.00	89,503.00	.00
5101400	SALARIES & WAGES-OVERTIM	291,800.00	.00	.00	168,312.01	123,487.99	57.68
5101501	SPECIAL PAY-STIPENDS	25,725.00	.00	.00	96.00	25,629.00	.37
5102100	FICA TAXES-MATCHING	925,338.00	.00	.00	209,917.09	715,420.91	22.69
5102200	RETIREMENT CONTRIBUTIONS	4,089,893.00	.00	.00	943,870.24	3,146,022.76	23.08
5102300	LIFE & HEALTH INSURANCE	3,266,343.00	.00	.00	489,625.86	2,776,717.14	14.99
5102400	WORKERS COMP PREMIUMS	520,158.00	.00	.00	120,358.12	399,799.88	23.14
TOTAL * PERSONAL SERVICES		21,514,160.00	.00	.00	4,573,036.38	16,941,123.62	21.26
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303101	PROFESSIONAL SERVICES	519,000.00	.00	32,413.20	.00	486,586.80	6.25
5303115	PROF SRV-MEDICAL DIRECTO	69,950.00	5,829.16	52,462.44	17,487.48	.08	100.00
5303401	CONTRACTED SERVICES	30,154.00	.00	24,054.49	110.00	5,989.51	80.14
5303410	CONTR SRV-JANITORIAL/PES	6,050.00	.00	2,328.73	1,131.09	2,590.18	57.19
5303413	CONTR SRV-MOWING	15,800.00	.00	10,837.50	2,550.00	2,412.50	84.73
5303425	CONTR SRV-BILLING SRVCS	799,357.00	.00	.00	.00	799,357.00	.00
5303431	CONTR SRV-H H W DISPOSAL	900.00	.00	.00	.00	900.00	.00
5303449	CONTR SVC-OTH LIC/FEES	45,000.00	.00	.00	.00	45,000.00	.00
5303460	CONTR SRV-DISPATCHING	630,000.00	.00	.00	.00	630,000.00	.00
5303465	CONTR SRV-EMPL PHYSICALS	150,250.00	.00	.00	38,025.00	112,225.00	25.31
5304001	TRAVEL & PER DIEM	14,250.00	.00	.00	.00	14,250.00	.00
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	.00	500.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	69,284.00	32.50	.00	7,976.39	61,307.61	11.51
5304205	POSTAGE AND FREIGHT	3,500.00	.00	.00	2,955.79	544.21	84.45
5304302	UTILITY SRV-ELECTRIC	69,877.00	1,838.28	.00	11,946.34	57,930.66	17.10
5304303	UTILITY SRV-WTR,SWR,LPGA	20,230.00	94.67	.00	576.17	19,653.83	2.85
5304304	UTILITY SRV-TRASH REMOVA	18,720.00	.00	3,292.46	1,871.23	13,556.31	27.58
5304401	RENTAL/LEASE-EQUIPMENT	28,010.00	.00	2,601.15	24,273.90	1,134.95	95.95
5304405	RENTAL/LEASE-BUILDINGS	600.00	.00	.00	.00	600.00	.00
5304501	INSURANCE & BONDS-PREMIU	389,950.00	.00	.00	10,781.20	379,168.80	2.76
5304601	REPAIR/MAINT-BLDG & GRD	602,800.00	599.22	112,440.42	58,173.81	432,185.77	28.30
5304602	REPAIR/MAINT-VEHICLES	1,095,876.00	.00	.00	62,178.80	1,033,697.20	5.67
5304603	REPAIR/MAINT-EQUIPMENT	234,788.00	165,154.98	.00	165,154.98	69,633.02	70.34
5304604	REPAIR/MAINT-OFFICE EQUI	975.00	.00	.00	.00	975.00	.00
5304605	REPAIR/MAINT-DP EQUIPMEN	4,150.00	.00	.00	.00	4,150.00	.00
5304606	REPAIR/MAINT-SOFTWARE	119,525.00	.00	.00	44,533.99	74,991.01	37.26
5304609	REPAIR/MAINT-RADIO COSTS	86,376.00	.00	.00	.00	86,376.00	.00
5304701	PRINTING & BINDING	2,600.00	.00	.00	.00	2,600.00	.00
5304801	PROMOTIONAL ACTIVITIES	7,500.00	.00	.00	.00	7,500.00	.00
5304901	ADVERTISING-LEGAL	200.00	.00	.00	.00	200.00	.00
5304922	FEES/COSTS-OTHER	1,375.00	.00	.00	.00	1,375.00	.00
5304923	FEES/COSTS-FILING FEES	1,500.00	.00	.00	125.00	1,375.00	8.33
5304933	FEES/COSTS-CST ALLO PLN	682,292.00	.00	.00	.00	682,292.00	.00
5304936	FEES/COSTS-TC COMMISSN	471,015.00	.00	.00	220,447.37	250,567.63	46.80
5304940	FEES/COSTS-PROP APPRSR	314,343.00	.00	.00	132,463.50	181,879.50	42.14

SELECTION CRITERIA: expledgr.key_orgn='02491'
ACCOUNTING PERIOD: 4/26

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PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1691 HC FIRE RESCUE - RESCUE
DEPARTMENT-02491 HC FIRE RESCUE - RESCUE
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304953	FEES/COSTS-FLT GPS TRCKN	11,340.00	.00	.00	.00	11,340.00	.00
5304955	FEES/COSTS-FLT CAP RECV	1,210,967.00	.00	.00	54,207.24	1,156,759.76	4.48
5304956	FEES/COSTS-FLT FCLTY AL	2,500.00	.00	.00	.00	2,500.00	.00
5304957	FEES/COSTS-FLEET/ADMIN	29,304.00	.00	.00	3,996.00	25,308.00	13.64
5304959	FEES/COSTS-BANK CHARGES	12,350.00	.00	.00	.00	12,350.00	.00
5304965	FEES / COSTS-NEW HIRES	27,000.00	.00	.00	25,515.37	1,484.63	94.50
5305101	OFFICE SUPPLIES	12,500.00	.00	.00	.00	12,500.00	.00
5305201	OPERATING SUPPLIES	272,803.00	.00	140,604.09	4,424.31	127,774.60	53.16
5305202	GAS, OIL & LUBRICANTS	673,100.00	.00	.00	65,073.01	608,026.99	9.67
5305205	CLOTHING & UNIFORM APPRL	121,200.00	4,316.67	9,791.90	10,208.10	101,200.00	16.50
5305206	TOOLS & SMALL IMPLEMENTS	20,000.00	.00	.00	.00	20,000.00	.00
5305207	SAFETY GEAR AND SUPPLIES	12,500.00	.00	.00	10,510.50	1,989.50	84.08
5305219	OPER SUPP-HCFR-HAZMAT	4,000.00	.00	.00	.00	4,000.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	28,052.00	.00	.00	.00	28,052.00	.00
5305222	OPER SUPP-CMPTR HARDWARE	6,200.00	.00	.00	.00	6,200.00	.00
5305225	OPER SUPP-MEDICAL SUPL'S	660,750.00	62.39	278,722.12	154,033.98	227,993.90	65.49
5305237	OPER SUPP-DRONES	18,500.00	.00	.00	.00	18,500.00	.00
5305247	OPER SUPP-HCFR-TRN OPS	27,500.00	.00	.00	3,493.78	24,006.22	12.70
5305250	OPER SUPP-VEH ACCESSORY	70,000.00	.00	.00	.00	70,000.00	.00
5305251	OPER SUPP-COMM ACCESSORY	15,295.00	.00	.00	.00	15,295.00	.00
5305264	UNCAPITALIZED EQUIPMENT	316,600.00	.00	23,039.75	106,546.80	187,013.45	40.93
5305274	UNCAP EQUIP-TECH	125,150.00	.00	.00	.00	125,150.00	.00
5305401	BOOKS/PUBLICATIONS/SUBSC	1,500.00	.00	.00	.00	1,500.00	.00
5305402	DUES AND MEMBERSHIPS	877.00	.00	.00	.00	877.00	.00
5305420	SUBSCRIPTIONS-ELECTRONIC	49,443.00	.00	870.92	34,169.31	14,402.77	70.87
5305506	EDUC-TRAINING & TUITION	67,528.00	.00	.00	.00	67,528.00	.00
5305510	EDUC-TUITION REIMBURSEMN	80,000.00	.00	.00	1,740.54	78,259.46	2.18
	TOTAL * OPERATING EXPENSES	10,383,656.00	177,927.87	693,459.17	1,276,680.98	8,413,515.85	18.97
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606101	LAND ACQUISITION	1,850,000.00	.00	.00	.00	1,850,000.00	.00
5606401	EQUIPMENT $5,000 OR MORE	1,090,222.00	.00	417,559.74	523,668.58	148,993.68	86.33
5606405	EQUIP-VEHICLE,TRLER>$500	20,950.00	.00	.00	.00	20,950.00	.00
	TOTAL * CAPITAL OUTLAY	2,961,172.00	.00	417,559.74	523,668.58	2,019,943.68	31.79
1ST SUBTOTAL-580 * GRANTS & AID							
5808101	AID TO GOVT AGENCIES	11,000.00	.00	.00	.00	11,000.00	.00
	TOTAL * GRANTS & AID	11,000.00	.00	.00	.00	11,000.00	.00
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909501	AMORTIZATION-BOND ISS CS	23,896.00	.00	.00	.00	23,896.00	.00
5909910	BUDGET RES FOR CONTINGNC	8,726,832.00	.00	.00	.00	8,726,832.00	.00
5909917	BUDGET RES-CAPITAL PROJC	3,028,986.00	.00	.00	.00	3,028,986.00	.00
	TOTAL * NON-OPERATING EXPENSE	11,779,714.00	.00	.00	.00	11,779,714.00	.00

1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS

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FUND-1691 HC FIRE RESCUE - RESCUE
DEPARTMENT-02491 HC FIRE RESCUE - RESCUE
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5910011	TRNSF-GENERAL FUND (0011	73,500.00	.00	.00	.00	73,500.00	.00
5916610	TRNSF-HC CONS FIRE (1661	217,672.00	.00	.00	.00	217,672.00	.00
5920830	TRNSF-NON-ADVAL REV S202	168,554.00	.00	.00	.00	168,554.00	.00
5951210	TRNSF-HLTH SELF INS(5121	267,672.00	.00	.00	.00	267,672.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	727,398.00	.00	.00	.00	727,398.00	.00
1ST SUBTOTAL-599 TRNSF-TO/FROM SAME FUND							
5999078	TRNSF-GRANT MATCH	65,000.00	.00	.00	.00	65,000.00	.00
	TOTAL TRNSF-TO/FROM SAME FUND	65,000.00	.00	.00	.00	65,000.00	.00
	TOTAL HC FIRE RESCUE - RESCUE	47,442,100.00	177,927.87	1,111,018.91	6,373,385.94	39,957,695.15	15.78
	TOTAL HC FIRE RESCUE - RESCUE	47,442,100.00	177,927.87	1,111,018.91	6,373,385.94	39,957,695.15	15.78
TOTAL REPORT		47,442,100.00	177,927.87	1,111,018.91	6,373,385.94	39,957,695.15	15.78

TITLE

Utilization of Seminole County Schools Contract With Thompson Safety, LLC, for Fire Extinguishing Systems Inspections and Servicing for Facilities Maintenance Department (Contract No. 26-P0276; Amount: $120,000.00)

BRIEF OVERVIEW

On December 15, 2025, Hernando County Facilities Department submitted a request to the Procurement Department to piggyback Fire Extinguisher and Range Hood Fire Suppression Systems with Seminole County Schools (Contract No. 25260039B; Hernando County File No. 26-P0276) with Thompson Safety, LLC for Fire Extinguisher and Range Hood Suppression System Inspections and Services with a contract expiration date of November 17, 2028.

The Contract provides for one (1) additional two (2) year renewal period.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of $20,063.00 is available in the following:

Department: 01701- Facilities Maintenance, Account: 5303401 - Contracted Services in the amount of $13,188
Department: 01701- Facilities Maintenance, Account: 5303496 - Contracted Services Jail in the amount of $1,875
Department: 01701- Facilities Maintenance, Account: 5304631 - Repair/Maint Jail in the amount of $1,000
Department: 01701- Facilities Maintenance, Account: 5304601 - Repair/Maint in the amount of $2,000
Department: 01703- Chinsegut Hill Facilities, Account: 5303401 - Contracted Services in the amount of $1,000
Department: 01703- Chinsegut Hill Facilities, Account: 5304601 - Repair/Maint in the amount of $1,000

Funds will be available from various Hernando County Departments as FY funding is budgeted and not to exceed budgeted line-item amounts. County-wide Department Purchase will only be made against available department budgets.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve the utilization of Seminole County Schools contact with

Thompson Safety, LLC for fire extinguisher and range hood fire suppression systems, Contract No. 25260039B; Hernando County File No. 26-P0276, with an estimated annual spend amount of $40,000.00 or as future Hernando County department budgets allow.

It is further recommended the Board authorize the Chief Procurement Officer to renew the contract with the same terms and conditions and approve change orders as they become necessary and required up to annual budgeted amounts.

REVIEW PROCESS

Juan Cueto	Approved	01/16/2026 8:28 AM
Erin Dohren	Approved	01/16/2026 4:15 PM
Carla Rossiter-Smith	Approved	01/20/2026 8:43 AM
Pamela Hare	Approved	01/20/2026 11:55 AM
Melissa Tartaglia	Approved	01/20/2026 12:03 PM
Heidi Prouse	Approved	01/20/2026 12:35 PM
Toni Brady	Approved	01/21/2026 7:51 PM
Jeffrey Rogers	Approved	01/22/2026 7:17 AM
Colleen Conko	Approved	01/22/2026 7:59 AM

THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

INVITATION TO BID AND BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
September 10, 2025

PURCHASING CONTACT: Travis Loyd,
Procurement Agent II, 407-320-0375,
Email Address: Loydtz@scps.k12.fl.us

BID NUMBER AND TITLE: ITB #25260039B – TL Fire Extinguishing Systems Inspections and Servicing

BID DUE DATE & TIME

October 22, 2025 by 12:00 P.M. EST

Bid opening will be via WebEx and dial-in only at meeting number (access code): 2301 595 6139, meeting password: 7cwCszgJd67 or call 1-415-655-0003.

NOTE: BIDS RECEIVED AFTER THE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-BID MEETING DATE & TIME: **Voluntary** – **September 23, 2025 at 10:00 AM EST, via WebEx and dial-in only at WebEx meeting number (access code): 2315 873 4479, password: FyfDgmWR566 or call 1-415-655-0003.**

The School Board of Seminole County, Florida, solicits your company to submit a Bid on the above-referenced goods and/or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A Bid will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions included herein or attached hereto, the Special Conditions will have precedence. **All Bids must have an authorized signature in the space provided below.** All Bids must be received in the Vendorlink portal, www.myvendorlink.com, by the "Bid Due Date & Time" referenced above. The School Board is not responsible for bidders' failure to upload their bids by the due date and time.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

LEGAL NAME OF COMPANY (**AS REGISTERED IN WWW.SUNBIZ.ORG OR AS REGISTERED IN YOUR STATE**):
Thompson Safety LLC

MAILING ADDRESS: 5903 Hampton Oaks Pkwy, Suite C

CITY, STATE, ZIP: Tampa, FL 33610

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN): 82-2035295

FLORIDA DIVISION OF CORPORATION DOCUMENT NUMBER: M20000006225

TELEPHONE NUMBER: 877-506-4291 E-MAIL: Rgomez@thompson-safety.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: [signature] TYPED OR PRINTED NAME: Raul Gomez

TITLE: General Manager DATE: 10/21/2025

(Rev. 2-01-22)

I. SPECIAL CONDITIONS

1. **INTRODUCTION.** Seminole County Public Schools (SCPS) is the 13th largest school district in Florida and is 57th nationally with more than 59,000 students and 7,000 employees. SCPS is a leader in education throughout Central Florida and the State and is widely recognized as a Premier National School District. SCPS consists of 37 elementary schools, 12 middle schools, nine (9) high schools, six (6) special centers, a virtual school, and four (4) charter schools.

   The purpose of this solicitation is to establish a contract with licensed Contractor(s), who have been in business for a minimum of five (5) consecutive years, for the inspection and servicing of Fire Extinguishing Systems for the School Board of Seminole County (SBSC). Contractor shall furnish / supply all labor, materials, supplies, test equipment, and supervision as stated herein.

2. **PRE-SOLICITATION MEETING.** A voluntary pre-solicitation meeting will be held for all interested Bidders on the day and time listed on page 1 of this solicitation**.** An overview of the solicitation process and review of scope of services will be conducted at this meeting. Any questions regarding the technical specifications shall be submitted in an email to the Procurement Agent responsible for this solicitation. Answers to these questions will be issued in the form of a written addendum.

3. **TERM.** This Bid will be effective upon Board approval or November 18, 2025, whichever is later, for a period of three (3) years and may be renewed for an additional two-year renewal period upon agreement by all parties. The School Board of Seminole County Florida reserves the right to cancel this contract by giving 30 days' notice of cancellation before the end of any fiscal year that falls within the term of this contract. Please refer to Section IV(21), for multiyear agreements.

4. **AWARD**. Bid shall be awarded all or none, by lot, by partial lot, or by item as indicated in Exhibit B, Price Schedule, to the lowest responsive and responsible bidder(s) meeting all specifications, terms and conditions. Bidder should carefully consider each item for conformance to bid specifications. In addition, the School Board reserves the right to make multiple awards such as a primary, secondary, etc. for all items. SBSC reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Contractors; to reject all offers or waive any minor irregularity or technicality in bids received.

5. **QUANTITIES / VOLUME OF BUSINESS.** Quantities shown on the Price Schedule are the School Board's anticipated needs and are not to imply or guarantee any purchase quantities during the term of this agreement. The SBSC will issue purchase orders on an as "needed" basis and does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this procurement item

6. **SPECIAL DELIVERY REQUIREMENTS**. All pricing shall be quoted FOB inside delivery to Seminole County Florida unless otherwise indicated and all items shall meet or exceed the Specifications/Scope of Work under Section III of this solicitation. All equipment shall be delivered to the School Board Maintenance Warehouse at 820 East State Road 434, Winter Springs, FL 32708.

7. **DELIVERY OF PROPOSALS.** All proposals must be received and accepted in the Vendorlink portal, www.myvendorlink.com before the ITB Closing Date and Time to be considered.

II. SPECIFICATIONS / SCOPE OF WORK

1. **INSPECTIONS** - All services performed under the terms of this agreement shall comply with the regulations of the State Fire Marshal and the Department of Education, State of Florida, as they pertain to fire extinguishers & chemical extinguishing systems. Guidelines established by the NFPA shall be followed during the inspection. Automatic extinguisher systems shall be inspected and/or serviced on a 6-month schedule. Fusible links shall be replaced semiannually. The links must bear a current date.

2. **PERFORMANCE** - Contractor will complete all inspections during the year. Contractor shall not sub-contract to another firm or individual without prior written authorization from SBSC Facilities Services Fire Inspector.

3. **LABOR, EQUIPMENT & SUPPLIES** – Contractor shall furnish labor, equipment, and materials needed to inspect and perform required service, including maintenance, recharging, and repairs, when needed on all fire extinguishers and chemical extinguishing systems within the district. SBSC Maintenance Department will supply a list of facilities needing fire extinguisher(s) and chemical extinguishing system services.

4. **REMOVAL OF EXTINGUISHER** – A working extinguisher with a current inspection tag must be furnished, at no cost, in the event any unit is removed for servicing from a facility. A list of removed extinguishers shall be given to the facility Supervisor or Principal showing the serial number and model number of each unit removed.

5. **MATERIALS** – Material quality is expected to be commercial grade. All materials used shall be billed at Contractors net cost plus the percentage amount as bid.

6. **HOURLY LABOR RATE** – Labor shall include full labor compensation and only apply to parts not listed on the Price Schedule.

7. **REPAIR TIME** – 36 hours (thirty-six hours exclusive of weekends) shall be allowed for repairing and recharging an extinguisher after notification that a unit needs attention.

8. **RESPONSE TIME** – Contractor shall respond to all non-annual service requests within 24 hours.

9. **SERVICE REPORTING** – The vendor shall be provided with a one-time list of designated sites and most recent inspection records. Thereafter, the vendor shall be solely responsible for maintaining the inspection schedule in accordance with the required frequency, whether annually or semi-annually, as applicable.

10. **TAGGING AND LABELING** – Contractor shall ensure that all fire extinguishers are of the proper rating and that these are properly installed and marked as per the NFPA & Florida Administrative Code 69A-21.

11. **PRIOR RECORDS** – The vendor shall be provided with a one-time list of designated sites and most recent inspection records. Thereafter, the vendor shall be solely responsible for maintaining the inspection schedule in accordance with the required frequency, whether annually or semi-annually, as applicable.

12. **RECORD OF SERVICE** – Contractor shall maintain records, which identify fire extinguishers recharged, or pressure tested, during the period of this agreement. It shall be the responsibility of the Contractor to make follow up calls as often as necessary to perform the required service. Any costs regarding the Fire Marshal's permanent record shall be included in the proposal price.

13. **QUANTITIES** – The quantities shown in the Price Schedule are estimates only. The actual quantities may fluctuate.

14. **SIGN-IN/SIGN-OUT PROCEDURE** – All personnel assigned by the awarded bidder must sign in and sign out at each school office upon arrival and departure. Relevant contact details for each location will be provided following contract award.

III. **SUBMITTAL REQUIREMENTS.** The Bidder shall include the following documents with their submittal:

1. Invitation to Bid and Bidder's Acknowledgment (on Page 1) - Signed by an authorized representative of the Bidder.

2. Exhibit B, Price Schedule - Signed by the Bidder.

3. Attachment – "A," Drug-Free Workplace Certification

4. Attachment – "B," Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

5. Attachment – "C," Disclosure of any Conflict of Interest

6. Attachment – "D," Scrutinized Company Certification

7. Attachment – "E," Byrd Anti-Lobbying Amendment Certification **(To be submitted if bid exceeds $100,000)**

8. Attachment – "F," Emergency / Storm Related Catastrophe Agreement

9. Attachment – "G," Vendor Affidavit Regarding the Use of Coercion for Labor and Services

10. Addenda, if applicable - Signed by the Bidder

11. If a Florida Corporation, a screenshot of the company's "ACTIVE" business entity registration through sunbiz.org.

12. If a Non-Florida Corporation (Foreign), a screenshot of the company's "ACTIVE" business entity registration.

****MAKE SURE ALL DOCUMENTATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION ON THE GROUNDS OF NON-RESPONSIVENESS TO THE REQUIREMENTS OF THE BID.**

IV. **GENERAL PURCHASING TERMS AND CONDITIONS.** These general terms will apply to all purchases by the School Board as a result of an award hereunder. In the event of a conflict between Section II and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Bidder is responsible for understanding and complying with all terms and conditions herein.

1. **DEFINITIONS.**

   A. The School Board of Seminole County, Florida may be referred to as the "Board," "School Board" or "SBSC" herein.

   B. Contractor. For this Invitation to Bid (ITB), the word "Contractor" shall have the same meaning as "Bidder," "Business Entity," "Individual," "Proposer," "Respondent," and "Vendor" who submits a written response to this ITB; and shall have the same meaning for any successful awardee(s) hereunder.

   C. Non-Responsible. A Contractor, business entity, or individual that responds to this ITB and the response does not provide the required documentation supporting that it has the ability or capability to fully perform the requirements of the solicitation.

   D. Non-Responsive. A Contractor, business entity, or individual that responds to this ITB and the response does not conform to the mandatory or essential requirements contained in this ITB.

   E. Responsible. A Contractor, business entity or individual that responds to this ITB and the response provides the required documentation supporting that it has the ability or capability to fully perform the requirements of this ITB.

   F. Responsive. A Contractor, business entity or individual that responds to this ITB and the response fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

   G. Solicitation. This Invitation to Bid document.

2. **PRICING / TAXES.** All pricing shall be based on FOB Seminole County Florida and will include all packaging, handling, shipping charges, and delivery to any point within Seminole County Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise or State of Florida Sales taxes.

3. **MATERIALS**. Contractor shall be responsible for providing all materials at a cost-plus basis as shown on the Price Schedule, unless it is advantageous for SBSC to purchase these products directly in which case Contractor will not be entitled to recover cost of materials or any mark up. This shall be determined prior to the start of each project. When product is purchased by SBSC, it shall be the responsibility of SBSC to ensure the products are delivered on-site in time to comply with the project schedule. Contractor must make all reasonable and legal efforts to avoid payment of sales or other taxes. Notwithstanding, Contractor is only entitled to reimbursement for sales or other taxes actually paid and may not mark up sales or other taxes paid for purchase of materials.

4. **EQUIPMENT RENTALS**. All equipment rentals shall be billed on a cost-plus basis as shown on the Price Schedule. Contractor shall make all reasonable and legal efforts to avoid payment of sales or other taxes. Notwithstanding, Contractor is only entitled to reimbursement for sales or other taxes actually paid and may not mark up sales or other taxes paid on equipment rentals.

5. **PRICE ADJUSTMENT CLAUSE.** The Bid price shall remain in effect for the term of the award. A comparable price adjustment may be considered at SBSC's sole discretion for an increase in Contractor's cost of materials or goods provided Contractor provides sufficient documentation to justify a price adjustment. If at any time during contract performance, the unit price(s) for the material or goods, including applicable shipping or import costs, and governmental fees tariffs and taxes, increase(s) by three (3%) percent or more over the cost of the same material or goods on the date the Contractor's bid or proposal was submitted, SBSC may agree to pay that cost increase up to a maximum of 3% of the price of the material or goods on the date the Contractor's bid or proposal was submitted. Prior to requesting a price increase pursuant to this section, Contractor agrees to use best efforts to obtain the lowest possible prices from materials or goods suppliers and shippers and shall take advantage of every legally permissible deduction or other avenue to decrease the cost of governmental fees, tariffs and taxes. Contractor must provide written notice to SBSC prior to purchase of the materials or goods identifying the materials or goods in question, the itemized price increase being requested, the original bid cost and quantity required to complete the project, and identify the source of supply. Contractor must provide SBSC with proposals, quotes, price sheets and other comparable documentation evidencing the original and increased costs of the materials and goods. SBSC reserves the right to make the final determination regarding the application of a price increase. If material or goods prices decrease by more than 3%, the contract price may be reduced under the same terms and conditions.

6. **TERMS OF PAYMENT / INVOICING.** The normal terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

7. **TRANSPORTATION AND TITLE.**

A. Title to the goods shall pass to the School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods.

B. The shipper shall prepay all transportation charges. The School Board will not accept collect freight charges.

C. No premium carriers shall be used for the School Board's account without prior consent of the Director of Purchasing and Distribution Services.

8. **RISK OF LOSS.** The Contractor shall assume the following risks:

A. All risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided;

B. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;

C. All risks of loss or damage to any property received by the Contractor or held by the Contractor or its suppliers for the account of the School Board, until such property has been delivered to the School Board;

D. All risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to Contractor until redelivery thereof to the School Board.

9. **PACKING LIST.** All shipments shall include an itemized list of each package contents and reference the School Board's Purchase Order number. No charges shall be allowed for cartage or packing unless agreed upon by the School Board prior to shipment.

10. **INSPECTIONS AND TESTING.** The School Board will have the right to expedite, inspect, and test any of the goods at work covered by this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, shall not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.

11. **STOP WORK ORDER.** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor shall take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work in accordance with the provisions of the Bid terms and conditions.

12. **WARRANTY.** All goods and services furnished by the Contractor, relating to and pursuant to this Bid shall be warranted to be free of defects, meet or exceed the Specifications contained herein, and fit for the intended use. In the event of breach, the Contractor shall take all necessary action, at Contractor's expense, to correct such breach in the most expeditious manner possible.

13. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or are arising from any Contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School Board.

14. **INSURANCE.** Contractors and vendors shall provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-5 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: SBSC and its Board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured -– Owners, Lessees, or Contractor). If SBSC and its Board members, officers, and employees are not named as additional insureds then SBSC reserves the right terminate this agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of SBSC are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for SBSC includes products or services, and the value of these products or services are in excess of $25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe

SBSC is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance as listed in Section 4 below: All non-construction Contractors and vendors that have one (1) or more employees or subcontracts any portion of their work to another individual or company are required to have Workers' Compensation insurance. For contracts of $25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of SBSC are required to have Workers' Compensation insurance. All entities and individuals required to have Workers' Compensation insurance must purchase a commercial Workers' Compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against SBSC, and its Board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including, but not limited to, architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors shall carry and maintain policies as described in Sections 1 to 5 below and as checked off in the box to the left of each Section 1 to 5 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to SBSC thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Seminole County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from SBSC, provide SBSC with a certified copy or certified copies of the policy or policies providing the coverage required by this Section 12. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Section 12.

All insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by SBSC. Any insurance, or self-insurance, maintained by SBSC shall be in excess of, and shall not contribute with, Contractor-provided insurance.

☒ 1. Commercial General Liability Insurance:
Bodily Injury and Property Damage
Per Occurrence - $1,000,000
General Aggregate - $2,000,000

☒ 2. Product Liability and/or Completed Operations Insurance:
Bodily Injury and Property Damage
Per Occurrence - $1,000,000
Products – Completed Operations Aggregate - $2,000,000

☒ 3. Automobile Liability:
Bodily Injury and Property Damage:
Combined Single Limit (each accident) - $1,000,000

☒ 4. Workers' Compensation/Employer's Liability:
W.C. Limit Required* - Statutory Limits
E.L. Each Accident - $ 500,000
E.L. Disease – Each Employee - $ 500,000
E.L. Disease – Policy Limit - $ 500,000

☐ 5. Professional Liability Insurance (Errors and Omissions):
For services, goods or projects that will exceed $1,000,000 in values over a year.
Each Claim - $1,000,000
Annual Aggregate - $2,000,000
For services, goods or projects that will not exceed $1,000,000 in values over a year.
Annual Aggregate - $1,000,000

☐ 6. Environmental / Pollution Liability:
Bodily Injury and Property Damage:
Per Occurrence - $1,000,000
Environmental / Pollution Liability Aggregate - $2,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement shall be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of SBSC), the Contractor shall be responsible for paying on behalf of SBSC (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to SBSC or SBSC's Board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to SBSC under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

15. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of School Board's rights and sovereign immunities under Florida Statutes. School Board damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.

16. **LAWS AND REGULATIONS.** Contractors shall comply with all applicable federal, state and local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Contractor shall not constitute a cognizable defense against actual or potential damages caused thereby.

17. **GOVERNING LAW & VENUE.** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Seminole County Florida or for federal court be United States District Court, Middle District of Florida, and Orlando Division.

18. **PATENTS, COPYRIGHTS & ROYALTIES.** Contractors agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the work shall be included in the price proposal of the Contractor.

19. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required shall be the responsibility of the successful Contractor; no separate or additional payment shall be made. A copy of these licenses and permits shall be submitted to the Procurement Agent prior to commencement of work. If the service(s) being provided requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the Bid due date and time. For state licensing**,** contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.

20. **CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** All Contractor employees that require access to school campuses must be cleared by School Board or an appropriate agency and wear a School Board issued current picture identification badge. Contractors hereunder shall comply with the required background check of employees and with any requirements regarding wearing of PPE equipment as may be applicable and failure to comply shall be considered

a material breach of contract. Refer to https://www.scps.k12.fl.us/88748_3 for School Board for Background Check Requirements

A. **CLEARANCE BY SCHOOL BOARD.** Contractor shall comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regard to fingerprinting and level 2 background screenings of all applicable employees and any sub-contractor employees.

B. **CLEARANCE BY OTHERS**. Pursuant to §1012.468 Florida Statute, if Contractor employees have been cleared by another agency and already possess a uniform statewide identification badge issued by the agency, Contractors are required to complete the FSSR Form for School Board badging.

21. **TERMINATION.**

A. **DEFAULT.** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor:

1) Refuses or fails to deliver the goods or services within the time specified;

2) Fail to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or;

3) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

4) Termination for cause includes terminations under 287.135, F.S.

B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:

1) Those goods or services actually shipped / performed and accepted up to the date of termination, and

2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.

In no event is the School Board responsible for either loss of anticipated profit or reimbursement exceeding the Bid value.

C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Seminole County Florida. In the event funding for the specific purpose of this solicitation is not funded or such funds are insufficient, the contract may be terminated immediately without penalty.

22. **PERFORMANCE.** In an effort to reduce the cost of doing business with the School Board, and unless indicated elsewhere a Bid or performance bond may not be required. However, upon award and subsequent default by Contractor, the School Board reserves the right to pursue any or all of the following remedies:

A. To accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original award the difference in cost via a deduction to any outstanding or future obligations;

B. The Contractor in default will be barred for consideration of future Bid awards for a period of time determined by the severity of the default, but not exceeding three (3) years.

C. Any other remedy available to the School Board in tort or law.

23. **FORCE MAJEURE**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

24. **ASSIGNMENT.** Any Purchase Order or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with the prior written approval of the School Board, through the Purchasing and Distribution Services Department.

25. **AUDIT AND INSPECTION.** The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms,

conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include, but are not limited to, all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.

26. **CONTRACTOR'S PUBLIC RECORDS.** Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the School Board and are acting on behalf of the School Board are required to comply with public records laws and to specifically:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

E. If a Contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.

F. **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, CAROLYN BEDSOLE, IS PROJECT MANAGER AT 407-320-0466, carolyn_bedsole@scps.k12.fl.us, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.**

27. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS.**

A. Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

B. If the firm is not located in Florida, the firm must provide their state's document number, and a screen shot of their current, date-identified "active" status with their submittal.

28. **PUBLIC ENTITY CRIMES.** A Bidder 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 for the construction or repair of a public building or public work, may not submit Bid 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

29. **OTHER AGENCIES.** All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

30. DRUG-FREE WORKPLACE. Whenever two or more Solicitations are equal with respect to price, quality, and service, a Solicitation received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at a cost of $27.00 prior to working on the School Board account. (See Attachment "B").

31. NEW MANUFACTURE. The items Bid shall be new and currently manufactured model of the best quality and highest-grade workmanship, carry the manufacture's standard warranty as a minimum, and be equal to the specifications stated herein. Unless stated otherwise, used, remanufactured, refurbished, or reconditioned products are unacceptable.

32. SAMPLES AND BRAND NAMES.

A. BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School Board expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (a) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (b) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (c) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School Board to reach a preliminary evaluation; (d) the School Board may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School Board may deem appropriate, at no charge to the Board; (e) the School Board reserves the right to determine the acceptability of any alternatives offered.

B. SAMPLES. Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing and Distribution Services Department. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for a pickup from the School Board if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School Board.

33. SUBSTITUTIONS. Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Contractor's or the manufacturer's inventory then the Contractor must provide written notification from the manufacturer that the item has been discontinued. The Contractor must file a written request with the Procurement Agent and be granted approval to substitute. Requests to substitute shall be accompanied by complete specifications for the proposed substitute and a sample may be requested.

34. GENERAL EVALUATION CRITERIA.

A. Primary factors used to decide the award hereunder will be price, ability to meet specifications and responsiveness. In the event alternatives are offered, the School Board reserves the right to consider and accept or reject alternatives at its discretion.

B. A Bidder's past performance may be used in the evaluation of this Bid.

C. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Bid in its entirety or in part, and to waive, but not obligated to, minor irregularities if the Bid is otherwise valid.

D. In the event of a price extension error, the unit price will be accepted as correct.

E. The School Board may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other School Boards within the State of Florida.

F. Changes or amendments to the School Board standard "General Purchasing Terms and Conditions" submitted with your Invitation to Bid document may result in your Bid being deemed "non-responsive."

G. The district hereby notifies interested parties that the purchasing agreements and state term contracts, available under Section 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

35. POSTING OF BID CONDITIONS/SPECIFICATIONS, CLARIFICATIONS, AND INTERPRETATIONS.

A. This Bid will be posted for review by interested parties on VendorLink, the School Board's third party notification service, and this link is accessible on the Purchasing and Distribution Services Department's website at:

https://www.scps.k12.fl.us/88746_3 and will remain posted up to and including the Due Date of this Bid. In accordance with Florida Statutes 120.57(3), with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. **Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.** School Board Policy #6326 – Bid Protests may be found online at https://www.scps.k12.fl.us/97671_3.

B. Any questions concerning the terms, conditions or specifications will be directed to the designated Procurement Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Agent in writing at least ten (10) workdays prior to the due date of the Bid. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of any consequent decision.

C. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the receipt of all issued addendum. No person is authorized to give oral interpretations of or make oral changes to the Bid. Therefore, oral statements given before the Bid due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted at least five workdays prior to the due date on the third-party notification link and is accessible on the Purchasing and Distribution Services Department's website at: https://www.scps.k12.fl.us/88746_3. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

D. The School Board reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes.

36. SOLICITATION DOCUMENTATION & PUBLIC RECORDS. Meetings involving oral presentations by Bidders or negotiations are closed to the public. Responses to this solicitation, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days after the solicitation due date, whichever is earlier, and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in response to this solicitation, identify the data and other material to be protected, and state the reasons why such exclusion from public disclosure is necessary.

37. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL. The Bidder must clearly identify any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority. The Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

A. Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all claims from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

B. If the Bidder fails to submit a Redacted Copy with its response, the School Board is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.

38. GREEN PROVISION. The School Board supports and encourages the purchase of products and services that use recycled post-consumer waste are energy efficient and/or environmentally friendly. Products that are comparable to the Bid specifications stated herein and are reusable, refillable, repairable, more durable, and less toxic may be purchased or used where practicable and cost effective as an alternative at the discretion of the Board. The Board also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. The Bidder shall be responsible for providing packaging that will protect the products shipped and documentation which demonstrates how their products or services meet this provision.

39. SAFETY DATA SHEET. If applicable, a Safety Data Sheet (SDS) must be submitted with your Bid for all hazardous materials/chemicals included herein. Failure to provide required information will render your Bid non-responsive and rejection of your Bid.

40. CONFLICT OF INTEREST. Bidder is subject to the provisions of Chapter 112 Florida Statutes. The Bidder must disclose with their response the name of any company owner, officer, director, agent or representative who is also an

employee of the School Board or their immediate family which owns any interest of any amount in the Bidder's company, partnership, or agency. (See Attachment "C")

41. **CONTACT / LOBBYING.** All questions for additional information regarding this Bid **must be directed to the designated Procurement Agent noted on page one.** Prospective Bidders, employees, agents or representative shall not contact nor lobby any member of the Seminole County School Board, Superintendent, members of the Evaluation Committee, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of proposal.

42. **CONTINGENT FEE PROHIBITED.** The Bidder warrants that they have not employed or retained any third party other than the Bidder's employee or agent to solicit or secure an award hereunder and that they will not paid a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.

43. **DAMAGES RECOVERY.** The Bidder agrees to the use of Damages Recovery in the event Bidder fails to perform in accordance with the provisions herein. On the occasion where the Bidder has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, School Board may procure the necessary supplies or services from an alternative source and hold the Bidder financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Bidder. In addition, default will result in termination of contract and a prohibition against future business with School Board for a term of not less than three years. Nothing in this paragraph shall be deemed to limit the available damages that may be recovered by School Board as a result of Bidder's failure to perform.

44. **SUB-CONTRACTORS.** The Bidder is responsible for performance and meeting all specifications and for the performance of any sub-contractors used in conjunction with an award hereunder. The Bidder shall coordinate the use of any sub-contractor(s) with the School Board Representative and shall ensure that the sub-contractor(s) are qualified, insured, and that sub-Contractor's employees have security clearance and meet all requirements set forth herein.

45. **BID OPENING AND FORM.** Bid openings will be public on the date and time specified on the Bidder's Acknowledgment form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Bidder's sole responsibility to ensure their Bid(s) are received timely; School Board shall not be held responsible for late or missed delivery by third party delivery services. Bids by email, fax, or verbally (by telephone or in person) will not be accepted. **The public opening will acknowledge receipt of the Bid(s) only, details concerning pricing, or the offering will not be announced. All Bid(s) submitted shall become public record upon an announcement of a recommended award or 30 days after the due date whichever occurs first.**

46. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST.** Bid Tabulations with award recommendations are posted to VendorLink, the School Board's third-party notification service, and this link is accessible on the Purchasing and Distribution Services' website at https://www.scps.k12.fl.us/88746_3. **Failure to file a written protest within 72 hours of the posting as prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.** Bid tabulations or recommendations are available through the School Board's third-party notification service and notices will not be mailed. School Board Policy #6326 – Bid Protests may be found online at https://www.scps.k12.fl.us/97671_3.

47. **BID PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.

48. **AGREEMENT FORM.** For Invitations to Bid (ITB) where no separate written agreement is executed, this ITB document, any written amendments to the ITB, the Bidder's response to the ITB, the SBSC Purchase Order, all attachments to each of them, and all terms, conditions, and specifications contained therein, constitute the written agreement between the parties and shall govern all aspects of performance and payment for the Project. Where there is a separate written agreement as a result of an award hereunder, such agreement shall incorporate all terms, conditions, and specifications contained in the ITB, the Bidder's response to the ITB, the SBSC Purchase Order, and all attachments to each of them, unless specifically amended in writing. All awards hereunder shall be issued a Purchase Order in confirmation to any award under this solicitation.

49. **REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICES.** A "Report of Unsatisfactory Material and/or Service" form (Exhibit C) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist the Purchasing and Distribution Services Department to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future Bidding.

50. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**. In accordance with Section 287.135 of the Florida Statutes, THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification 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. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case-by-case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

51. **WITHDRAWAL OF BID**. In accordance with School Board Policy 6320, no competitive solicitation may be withdrawn after submission except with the approval of the Director of Purchasing and Distribution Services. After award by the Board, no solicitation may be withdrawn by the Bidder except for a material error as determined by the Board.

52. **ILLEGAL ALIEN LABOR.** The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statues, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens working under this agreement and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

FEDERAL GRANTS TERMS AND CONDITIONS. For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

53. **RECOVERED MATERIALS (2 CFR §200.322) applies to all contracts greater than $10,000.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

54. **FEDERAL DRUG FREE WORKPLACE** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

55. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) applies if contract is greater than or equal to $100,000.** Contractor certifies that it has filed the required certification and 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 an 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. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (See Attachment "E").

56. **ENERGY EFFICIENCY / CONSERVATION (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

57. **CLEAN AIR ACT (42 U.S.C. 7401 et seq.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of $150,000.** 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). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA and notify SBSC concurrently within 30 days of notice of the violation.

58. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Failure of the Vendor to provide products within the time specified in the ITB shall result in the following: The Procurement Agent shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, SBSC reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting Vendor may be responsible for reimbursing SBSC for the price differences.

59. **DEBARMENT AND SUSPENSION.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

60. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, 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. Contractor 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 Contractor's legal duty to furnish information.

D. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records the Contractor will 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor will include the provisions of paragraphs A through H 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT "A"
DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature: _____ **Printed Name/Title:** Raul Gomez - General Manager

Company Name: Thompson Safety LLC

ATTACHMENT "B"

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions *AD-1048*

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulationsimplementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required tocomplete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presentlydebarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Thompson Safety LLC	25260039B – TL Fire Extinguishing Systems Inspections and Servicing

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Raul Gomez - General Manager

SIGNATURE(S)	DATE
	10/21/2025

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

ATTACHMENT "B"

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 inaccordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, inaddition to other remedies available to the Federal Government, the department or agency with which this transaction originatedmay pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted ifat any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set outin the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into,it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "CertificationRegarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transactionthat is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith thecertification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency withwhich this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT "C"
CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I *(printed name)* Raul Gomez am the *(title)* General Manager and the duly authorized representative of the firm of *(Firm Name)* Thompson Safety LLC whose address is 5903 Hampton Oaks Pkwy, Suite C, Tampa, FL 33610, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Seminole County, nor has any outstanding past due debt to the School Board of Seminole County, Florida; and

4. The School Board of Seminole County reserves the right to disqualify ITB's upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the ITB process as required by law, upon the part of the Respondent(s), the School Board Professional Consultant(s) or any School Board employee(s) who may, or may not, be involved in developing ITB specifications and/or firm ITB schedules. Multiple ITB's from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the School Board Professional Consultant(s) or School Board employees. Contractors involved in developing an ITB specification or Contractors with knowledge of ITB specifications prior to the advertisement shall be disqualified from participating in the ITB process.

EXCEPTIONS (List)

Signature: _____

Printed Name: Raul Gomez

Firm Name: Thompson Safety LLC

Date: 10/21/2025

COUNTY OF Hillsborough STATE OF Florida

Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 21st day of October, 2025, by Raul Gomez, who is personally known to me or who has produced Personally Known as identification.

BRITTANY ELLSWORTH-ROBERSON
Commission # HH 215380
Expires January 11, 2026

NOTARY PUBLIC – STATE OF Florida

Type or print name: Brittany Ellsworth-Roberson

Commission No.: HH215380

Commission Expires January 11th, 2026 (Seal)

ATTACHMENT "D"
SCRUTINIZED COMPANY CERTIFICATION

I hereby swear or affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

   a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
   b. Have a material business relationship involving the supply of military equipment, or
   c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
   d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

   a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
   b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.

4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Thompson Safety LLC

SIGNATURE and DATE: 

NAME AND TITLE: Raul Gomez / General Manager

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

ATTACHMENT "E"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned company certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

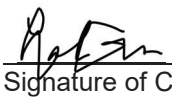
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 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.

The undersigned company 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. § 3801 et seq., apply to this certification and disclosure, if any.

Thompson Safety LLC
Company Name


Signature of Company's Authorized Official

Raul Gomez / General Manager
Printed Name and Title of Company's Authorized Official

10/21/2025
Date

ATTACHMENT "F"
EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Seminole County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

Thompson Safety LLC
Company Name

Signature of Company's Authorized Official

Raul Gomez / General Manager
Printed Name and Title of Company's Authorized Official

10/21/2025
Date

Emergency Telephone Number: Type text here 727-525-5950

Cellular Phone Number: 727-804-0723

ATTACHMENT "G"

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Thompson Safety LLC

Vendor FEIN: 82-2035295

Address: 5903 Hampton Oaks Pkwy, Suite C, Tampa, FL 33610

Phone Number: 877-506-4291

Authorized Representative's Name: Raul Gomez

Authorized Representative's Title: General Manager

Email Address: Rgomez@thompson-safety.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. [For purposes of the affidavit, pursuant to this statute, Vendor is the nongovernmental entity and the School Board of Seminole County, Florida, is the governmental entity.]

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, F.S., to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
Signature of Authorized Representative designated above.

Date: 10/21/2025

EXHIBIT A

ITB TENTATIVE SCHEDULE OF EVENTS

Date	Description
Wednesday, September 10, 2025	**ITB Posted**
Wednesday, September 10, 2025	**Legal Advertisement**
Wednesday, September 17, 2025	**Legal Advertisement**
Tuesday, September 23, 2025	**Voluntary Pre-Solicitation Meeting** **Via WebEx:** **Time: 10:00 AM EST** **WebEx: Meeting number (access code): 2315 873 4479** **Meeting password: FyfDgmWR566**
Friday, September 26, 2025	**Question Deadline - due before 12:00 PM EST** **Questions shall be submitted via email to Loydtz@scps.k12.fl.us**
Wednesday, October 1, 2025	**Addenda released (if necessary)**
Wednesday, October 22, 2025	**Submittals Due before 12:00 PM EST (Public Meeting)** **Via WebEx Invite:** **WebEx: Meeting number (access code): 2301 595 6139** **Meeting password: 7cwCszgJd67**
Friday, October 24, 2025	**Evaluation Committee to Receive Tabulation Sheet and Submittals**
Friday, October 24, 2025	**Evaluation Committee Recommends Award to Lowest Responsive and Responsible Bidder(s)**
Monday, October 27, 2025	**Notice of Intended Decision Posted on VendorLink**
Monday, November 3, 2025	**Agenda Item Due Date for Award Recommendation**
Tuesday, November 18, 2025	**Board Approval of Award Recommendation**

EXHIBIT B
PRICE SCHEDULE

Attached hereto.

25260039B-TL Exhibit B Price Schedule Uploaded in Excel format.

Bidder's Signature: _____

Printed Name/Title: Raul Gomez - General Manager

Company Name: Thompson Safety LLC

Detail by Entity Name

Foreign Limited Liability Company

THOMPSON SAFETY LLC

Filing Information

Document Number	M20000006225
FEI/EIN Number	N/A
Date Filed	07/20/2020
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	08/27/2021
Event Effective Date	NONE

Principal Address

4465 N 124th st. Suite E
Brookfield, WI 53005

Changed: 04/14/2024

Mailing Address

16680 Air Center Blvd.
Houston, TX 77032

Changed: 04/14/2024

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
N PALM BEACH, FL 33408

Name Changed: 04/14/2024

Type tex

THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

Invitation to Bid (ITB) – ADDENDUM No. 1

ADDENDUM POSTING DATE:
October 6, 2025

PURCHASING CONTACT & TELEPHONE:
Travis Loyd, Purchasing Agent II
Email: Loydtz@scps.k12.fl.us Phone: 407-320-0375

SOLICITATION TITLE & NUMBER:

25260039B-TL
Fire Extinguishing Systems Inspections and Servicing

SOLICITATION OPENING DATE & TIME:

October 22, 2025, 12:00 P.M. EST

NOTE: SOLICITATIONS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

The original Invitation to Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

25260039B-TL Exhibit B Price Schedule is deleted in its entirety and replaced with 25260039B-TL Exhibit B Revised Price Schedule. Submission must include the revised price schedule or will be considered non-responsive.

ITB Number: 25260039B-TL
ITB Title: Fire Extinguishing Systems Inspections and Servicing
Addendum No. 1
Date: October 6, 2025
Page: 1

The original Invitation to Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents. If you should have any questions regarding this addendum, please do not hesitate to contact Mr. Travis Loyd, Procurement Agent II, at Loydtz@scps.k12.fl.us or by phone at 407.320.0375.

Sincerely,

Jason Wysong, Ed.D.
Coordinator of Purchasing and Distribution Services

Attachment

Acknowledgment of Addendum No. 1 by Vendor:
This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum no.1 – **25260039B-TL** – **Fire Extinguishing Systems Inspections and Servicing**

This is to acknowledge receipt of this addendum, which will become part of the ITB document.

Raul Gomez	General Manager
NAME (TYPED OR PRINTED)	TITLE
[signature]	Thompson Safety LLC
SIGNATURE	VENDOR NAME
10/21/2025	877-506-4291
DATE	PHONE NUMBER

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Thompson Safety LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

104 Lockhaven Dr.

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77073

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	0	3	5	2	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] | **Date** 1/10/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SEMINOLE COUNTY PUBLIC SCHOOLS

SERITA D. BEAMON
Superintendent

Educational Support Center
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127
Phone: (407) 320-0000
Fax: (407) 320-0281

Jason Wysong, Ed.D.
Coordinator
Purchasing & Distribution
Services Department
Phone: 407.320.0243
Fax: 407.320.0474

Visit Our Web Site
www.scps.us

November 20, 2025 Sent Via Email: rgomez@thompson-safety.com

Raul Gomez
Thompson Safety LLC
415 Lockhaven Dr
Houston, TX 77073

SUBJECT: Bid Award - # 25260039B – TL Fire Extinguishing Systems Inspections and Servicing

Dear Raul Gomez:

Congratulations, we are pleased to notify you that the School Board at its meeting of November 18, 2025, confirmed the recommendation of the Evaluation Committee and awarded the above-mentioned bid to your company as outlined on the attached tabulation sheet. The term of the agreement is from November 18, 2025, through November 17, 2028, with one (1) two-year renewal contingent upon agreement by all parties. Purchase orders will be issued under the terms of the bid for individual products and/or services as needed during the term of this agreement.

We look forward to doing business together. Gabriel Shuler, Chief Fire Officer will be your point of contact and can be reached at 407.320.7449 or email shulergc@scps.k12.fl.us.

Sincerely,

Dr. Jason Wysong
Jason Wysong, Ed.D.
Coordinator of Purchasing and Distribution Services

Attachments:
Board Recommendation and Tabulation

cc: Travis Loyd, Procurement Agent II
Gabriel Shuler, Chief Fire Officer

Carina Hall

From: Loyd, Travis <loydtz@scps.k12.fl.us>
Sent: Monday, January 5, 2026 9:32 AM
To: Carina Hall
Subject: RE: Seminole SB #25260039B-TL__RE: "End Date" for contract "23-P00087/FH: Fire Extinguisher and Range Hood Fire Suppression System Inspection, Repair and Certification" with Thompson Safety, LLC

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We use the signed ITB document and our PO as the signed contract. I believe I provided you the signed ITB. Please let me know if I didn't and you need a copy.

Thank you,
Travis Loyd

Procurement Agent II
Seminole County Public Schools
400 E. Lake Mary Blvd.
Sanford, FL 32773
P 407.320.0375

Seminole County Public Schools

From: Carina Hall <CHall@co.hernando.fl.us>
Sent: Monday, December 22, 2025 11:30 AM
To: Loyd, Travis <loydtz@scps.k12.fl.us>
Subject: RE: Seminole SB #25260039B-TL__RE: "End Date" for contract "23-P00087/FH: Fire Extinguisher and Range Hood Fire Suppression System Inspection, Repair and Certification" with Thompson Safety, LLC

⚠ CAUTION: This email originated from outside of Seminole County Public Schools.

Do **not** click links or open attachments unless you know the content is safe!

Good morning,

Could you send me the signed contract from Thompson?

Thank you,

Carina E. Hall
Finance Specialist
Hernando County Facilities
1525 E. Jefferson St.
Brooksville, FL 34601
(ph.) 352-754-4029

From: Loyd, Travis <loydtz@scps.k12.fl.us>
Sent: Monday, December 15, 2025 11:28 AM
To: Carina Hall <CHall@co.hernando.fl.us>
Subject: RE: Seminole SB #25260039B-TL__RE: "End Date" for contract "23-P00087/FH: Fire Extinguisher and Range Hood Fire Suppression System Inspection, Repair and Certification" with Thompson Safety, LLC

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please let me know if you need anything else.

Thank you,
Travis Loyd

Procurement Agent II
Seminole County Public Schools
400 E. Lake Mary Blvd.
Sanford, FL 32773
P 407.320.0375

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Brittany Roberson and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Thompson Safety, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Brittany Roberson, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Thompson Safety
Name of Nongovernmental Entity

Brittany Roberson
Printed Name of Affiant

Service Manager
Title of Affiant


Signature of Affiant

01/08/2026
Date

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Vendor's/Contractor's Legal Company Name: Thompson Safety does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Vendor's/Contractor's Authorized Representative: Brittany Roberson

Title of Vendor's/Contractor's Authorized Representative: Service Manager

Signature of Vendor's/Contractor's Authorized Representative: 

Date: 01/08/2026

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

HERNANDO COUNTY has a desire to enter into a Cooperative Purchase Agreement (Piggyback) for your company to provide Fire Extinguisher and Range Hood Suppression System Inspections and Services in Hernando County. Under the same terms and conditions as the Agreement between Seminole County Public Schools, 400 E. Lake Mary Blvd., Sanford, FL and Thompson Safety, LLC., 415 Lockhaven Dr., Houston, TX 77073 dated November 18, 2025 with a Contract period of thirty-six (36) months from date of award and renewal clause of one (1) additional two (2) year period, which contract resulted from a competitive Bid. Hernando County Procurement has reviewed the Contract and Bid results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Thompson Safety, LLC. hereby agrees to provide such services and prices to Hernando County under the same price(s), terms and conditions as the referenced Contract between Thompson Safety, LLC. and Seminole County Public Schools, Florida. All references in the Contract between Thompson Safety, LLC. and Seminole County Public Schools, Florida, shall be assumed to pertain to, and are binding upon Thompson Safety, LLC. and Hernando County.

Estimated Annual Spend:
Hernando County File No: 26-P0276
Originating Contract No: 25260039B

Agreed, accepted and consented to this, the last date hereunder.

THOMPSON SAFETY, LLC.	HERNANDO COUNTY:
_____	_____
Authorized Signature	Authorized Signature
Name: Brittany Roberson	Name: Carla Rossiter-Smith
Title: Service Manager	Title: Chief Procurement Officer
Date: 01/08/2026	Date: _____

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Public Information
Prepared By: Dominique Holmes
Initiator: Dominique Holmes
DOC ID: 16875
Legal Request Number: LR 21-542-3
Bid/Contract Number:

TITLE
Revision to Board Policy No. 01-03 Regarding Public Record Requests

BRIEF OVERVIEW
The proposed updates modernize the Public Records Requests Policy by clarifying procedures, reinforcing the role of the Office of Public Information, and aligning language with current practices under Chapter 119, Florida Statutes. The revisions remove outdated references to CD/DVD production due to technological changes and emphasize electronic delivery options at no charge when feasible. Overall, the changes improve clarity, efficiency, and consistency in how public records requests are received, processed, and fulfilled.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

Regarding the provision about providing CDs or DVDs (because the department does not have the technology readily available), statutes specify that an agency must provide a copy of the record in the medium requested if the agency maintains the record in that medium. Therefore, if the department maintains records in the CD/DVD format they must be made available in the same format if requested.

RECOMMENDATION
It is recommended that the Board approve the attached revised Public Records Requests Policy No. 01-03.

REVIEW PROCESS

Pamela Hare	Approved	12/15/2025 11:36 AM
Michael Cowan	Approved	12/16/2025 3:48 PM
Heidi Prouse	Approved	12/18/2025 12:06 PM
Toni Brady	Approved	12/18/2025 4:35 PM
Jeffrey Rogers	Approved	12/26/2025 1:10 PM
Colleen Conko	Approved	12/28/2025 9:25 AM

PUBLIC RECORDS REQUESTS

POLICY NO. 01-03

PURPOSE: The purpose of this Policy is to establish guidelines for receiving and responding to public records requests, including assessing applicable charges as permitted by Florida's Public Records Law, Chapter 119, *Florida Statutes*.

SCOPE: This Policy applies to all Board of County Commissioners personnel.

POLICY: The Board of County Commissioners and ~~its~~ all associated personnel shall comply with Florida's Public Records Law, Chapter 119, *Florida Statutes*, in receiving and responding to public records requests. The most current edition of Chapter 119, *Florida Statutes*, is hereby incorporated annually by reference and is available at www.leg.state.fl.us. The most current edition of ~~FLORIDA'S PUBLIC RECORDS LAW MANUAL~~ Florida's *Government-in-the-Sunshine Manual*, prepared by the ~~State of Florida Office of the Attorney General~~ Florida Attorney General's Office, is hereby incorporated annually by reference and is available at www.myfloridalegal.com. Additionally, the Board of County Commissioners adopts the below findings, statements, and procedures for receiving and responding to public records requests.

THE PUBLIC RECORDS LAW

A. SCOPE

Florida's Public Records Law (Chapter 119, *Florida Statutes*) provides a right of access to the records of ~~the~~ state and local governments as well as to private entities acting on their behalf. In the absence of a statutory exemption, this right of access applies to all materials made or received by an agency in connection with the transaction of official business which are used to perpetuate, communicate, or formalize knowledge.

B. PUBLIC RECORDS

Chapter 119, *Florida Statutes*, defines "public records" to include: all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

C. EXEMPTIONS FROM PUBLIC DISCLOSURE REQUIREMENTS

The Florida Statutes exempt certain public records from public disclosure requirements. Examples include certain financial records, social security numbers, security information and confidential records. For a summary of public records exempt from public disclosure requirements, please see Appendix D in the most current edition of ~~FLORIDA'S PUBLIC RECORDS LAW MANUAL~~ Florida's *Government-in-the-Sunshine Manual*, prepared by the ~~State of Florida Office of the Attorney General~~ Florida Attorney General's Office and available at www.myfloridalegal.com. Pursuant to Section 119.07(1)(e), *Florida*

Statutes, if all or part of a public record is exempt from inspection or copying, the custodian of such public record shall state the basis of such exemption, including the statutory citation to an exemption created or afforded by statute.

D. CUSTODIAN OF PUBLIC RECORDS

Section 119.011(5), *Florida Statutes*, defines the term "custodian of public records" to mean "the elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee." Pursuant to Section 119.07(1)(b), *Florida Statutes*, the custodian of public records, or a person having custody of public records, may designate another officer or employee of the agency to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy public records. The Hernando County ~~Public Information~~ Office of Public Information is designated as the custodian of public records for all Board of County Commissioners personnel. ~~Such personnel may direct any person making a public records request to a person in the Hernando County Public Information Office for inspection or copying of public records; however, nothing herein prevents such personnel from permitting inspection or copying of public records in their custody.~~

REQUESTING PUBLIC RECORDS

A. AUTHORIZATION TO INSPECT AND RECEIVE COPIES OF PUBLIC RECORDS

Section 119.01(1), *Florida Statutes*, provides that "[i]t is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person."

County personnel may direct any person making a public records request to the Hernando County Office of Public Information for inspection or copying of public records; however, nothing herein prevents such personnel from permitting inspection or copying of public records in their custody.

B. REQUESTING PUBLIC RECORDS

Requests to inspect and copy public records may be made through the methods listed below.

1. In person to any County personnel~~; provided, however that County personnel may direct any person making a public records request to a person in the Hernando County Public Information Office for inspection or copying public records~~.

2. In writing (paper format) to any County personnel (drop off or mail)~~; provided, however that County personnel may direct any person making a public records request to a person in the Hernando County Public Information Office for inspection or copying public records~~.

3. By facsimile (fax) machine to any County personnel, subject to available technology~~; provided, however that County personnel may direct any person making a public records request to a person in the Hernando County Public Information Office for inspection or copying public records~~.

4. By telephone to the Office of Public Information at (352) 540-6426, or to any County personnel~~; provided, however that County personnel may direct any person making a public records request to a person in the Hernando County Public Information Office for inspection~~

~~or copying public records~~.

5. By email to PublicInformation@HernandoCounty.us, or to any County personnel~~; provided, however that County personnel may direct any person making a public records request to a person in the Hernando County Public Information Office for inspection or copying public records~~.

6. By an online management tool, if one is available, and subject to Paragraph C below; ~~provided,~~ however, ~~that~~ the other methods listed herein or provided by law shall remain available. More information regarding availability of an online management tool shall be provided by the Hernando County ~~Public Information~~ Office of Public Information through the ~~contacts~~ contact methods listed above.

C. AUTHORIZATION FOR AN ONLINE MANAGEMENT TOOL FOR REQUESTING PUBLIC RECORDS.

Pursuant to Section 119.01(2)(e), *Florida Statutes*, providing access to public records by remote electronic means is an additional method of access that agencies should strive to provide to the extent feasible. Therefore, an online management tool is authorized for requesting public records, subject to the following requirements:

1. As stated above, public records may be requested by the methods listed herein or provided by law, even if an online management tool is available. Nothing prevents the custodian of public records or other County personnel from using an online management tool for management and tracking of public records requests received by any method listed herein or provided by law.

2. Instructions for using an online management tool shall be prominently displayed on the website for the Hernando County ~~Public Information~~ Office of Public Information.

3. A link to information regarding public access computers available at Hernando County Public Libraries shall be prominently displayed on the website for the Hernando County ~~Public Information~~ Office of Public Information.

4. Pursuant to Section 119.07(2)(c), *Florida Statutes*, unless otherwise required by law, the custodian of public records may charge a fee for remote electronic access, granted under a contractual arrangement with a user, which fee may include the direct and indirect costs of providing such access. For more information regarding fees, please see the FEES FOR PUBLIC RECORDS REQUESTS Section below.

D. ANONYMOUS PUBLIC RECORDS REQUESTS

A person requesting access to or copies of public records is not required to disclose their name, address, telephone number or the like to the custodian of public records, unless the custodian of public records is required by law to obtain this information prior to releasing the records. If a person requests to remain anonymous when requesting public records by any method other than in person, the custodian of public records shall explain that written submissions, fax submissions, phone logs, emails and email addresses, and online management tool information are subject to public disclosure requirements.

E. OVERBROAD OR VAGUE PUBLIC RECORDS REQUESTS

If a public records request is insufficient to identify the records sought due to overbreadth or vagueness, the custodian of public records or other County personnel shall notify the requestor that more information is needed in order to produce the public records. The agency reserves the right to close the request if the requestor fails to respond to inquiries for clarification within thirty (30) days following the initial clarification inquiry.

F. LIMITATIONS ON PUBLIC RECORDS REQUESTS

1. *Requests to Create New Public Records Not Permitted.* Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that an agency create new records in order to accommodate a request for information from the agency.

2. *Requests for Information From, or to Answer Questions Regarding Public Records Not Permitted*. Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that the custodian of public records give out information from public records, and it does not mandate that agencies produce employees to answer questions regarding public records.

3. *Requests to Reformat Existing Public Records Not Permitted*. Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that agencies provide public records in any other format than the standard format routinely maintained by the agency.

4. *"Standing" Public Records Requests Not Permitted*. Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that an agency respond to a "standing" request for production of public records that the agency may receive or create in the future.

RESPONDING TO PUBLIC RECORDS REQUESTS

A. DUTY TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REQUESTS

Pursuant to Section 119.07(1)(c), *Florida Statutes*, a custodian of public records and his or her designee must acknowledge receipt of requests to inspect or copy public records promptly. Such acknowledgement may be in the same form as the form of the public records request, or in any other reasonable form.

B. AUTHORIZATION TO CLARIFY PUBLIC RECORDS REQUESTS

As stated above, if a public records request is insufficient to identify the records sought due to overbreadth or vagueness, the custodian of public records or other personnel shall notify the requestor that more information is needed in order to produce the records.

C. TIME TO RESPOND TO PUBLIC RECORDS REQUESTS

Section 119.07(c), *Florida Statutes*, requires a custodian of public records to respond to public

records requests "in good faith" but Chapter 119, *Florida Statutes*, does not contain a specific time limit for compliance with public records requests. Custodians of public records are permitted a reasonable amount of time to respond to a public records request. The time to respond to a public records request may be impacted by reasons including, but not limited to, the following:

1. Time to determine whether the requested public records exist.

2. Time to locate and retrieve the requested public records.

3. Time to determine if some or all of ~~a public record is exempt~~ the requested public records are exempt from disclosure.

4. Time to ~~delete~~ redact those portions of a public record asserted as exempt.

5. Time to calculate and forward an invoice for any ~~required~~ applicable fees.

6. ~~If the requesting party fails to pay the invoice for appropriate fees~~ Time to assign the request to the appropriate staff, and contingent upon staff availability at the time of the request, as well as, normal operating business hours and office closures.

7. Time for copying the requested public records.

8. Time to coordinate inspection of the requested public records at a County facility during normal operating business hours.

~~9. Normal operating business hours for inspection of public records at a County facility.~~

D. IN PERSON INSPECTION OF PUBLIC RECORDS

Section 119.07(1)(a), *Florida Statutes*, states that public records may be inspected at any reasonable time, under reasonable conditions, and under supervision by the custodian of public records. In person inspection of public records may be limited by the normal operating business hours of a County facility, the space needed, or the technology necessary to make in person inspection possible, or the normal working hours of the custodian of the public records identified to supervise such in person inspection.

E. COPYING OF PUBLIC RECORDS

Section 119.07(4), *Florida Statutes*, states that the custodian of a public record shall furnish a copy (or a certified copy) of a public record upon payment of the fee prescribed by law (see the FEES FOR PUBLIC RECORDS REQUESTS Section below). Copies shall be provided in the same format as the public record; ~~provided,~~ however, ~~that~~ the Hernando County ~~Public Information~~ Office of Public Information shall strive to make copies available in a digital format so they can be accessed by remote electronic means, as encouraged by Section 119.01(2)(e), *Florida Statutes*. To that end, the Hernando County ~~Public Information~~ Office of Public Information may provide copies of public records through email or an online management tool. Copies may be provided by facsimile (fax) machine, subject to available technology.

FEES FOR PUBLIC RECORDS REQUESTS

A. FEES AUTHORIZED

Section 119.07(4), *Florida Statutes*, authorizes fees for copies or certified copies of public records. Additionally, pursuant to Section 119.07(4)(d), *Florida Statutes*, if the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both. Fees shall not exceed any maximum fee set in the most current edition of Chapter 119, *Florida Statutes.*

B. FEES FOR PAPER COPIES

The following fees for paper copies shall be charged (cost of materials, excluding production time or labor):

1. Paper copies 8 ½ inches by 14 inches or less:

   Pages 1 through 10: NO CHARGE.

   Pages 11 and up: $0.15 for single side copies (for all pages in record).
   $0.20 for double side copies (for all pages in record).

2. Paper copies larger than 8 ½ inches by 14 inches:

   Actual cost of production.

3. Any other paper format (bound, covered, etc.):

   Actual cost of production.

4. Certified Copies:

   $1.00 per certification.

C. FEES FOR DIGITAL COPIES

The following fees for digital copies shall be charged (cost of materials, excluding production time or labor):

1. Digital copies provided by email or an online management tool:

   NO CHARGE.

~~2. Digital copies by CD or DVD:~~

~~$1.00 per CD or DVD.~~

Requesting removal due to no longer having the technology to create a CD or DVD. The numbering in this section will be corrected if this change is approved.

3. Digital copies by other portable media (flash drive, etc.)

Actual cost of portable media.

4. Digital Certified Copies:

$1.00 per certification.

D. FEES FOR EXTENSIVE USE OF RESOURCES

A reasonable fee, based on the cost incurred for extensive use of information technology resources or the labor cost of the actual personnel providing the service for the clerical and supervisory assistance required to fulfill a public records request, shall be charged. If extensive use of resources as described above is required, the fee shall be charged in quarter hour increments. The first 15 minutes shall be at no charge.

E. ESTIMATES AND PAYMENTS

The custodian of public records shall provide the public records requestor with an estimate of fees prior to fulfilling the public records request to confirm whether the public records requestor would like to proceed. If the public records requestor would like to proceed, the custodian of public records shall provide an invoice to the public records requestor. Such invoice shall be paid prior to inspection of the public records or prior to providing copies of the public records. Payments may be made in person or by mail ~~by~~ via cash (exact change only), check, or money order (no credit/debit cards accepted in person or by mail), or online through an online management tool, if available (credit/debit cards only). Any online management tool may charge a reasonable fee for using such online management tool to pay an invoice.

The agency reserves the right to require advance payment for the extensive use of resources.

The agency reserves the right to close the request if the requesting party fails to respond to the cost estimate or fails to remit payment of the good-faith invoice within thirty (30) days of its issuance.

If the actual cost of fulfilling a request is less than the amount paid in advance, the agency will refund the overpayment. If the actual cost of fulfilling a request exceeds the estimated amount paid in advance, the public records requestor will be required to pay the additional amount due before the requested records are released.

If a requestor has an outstanding balance from a prior invoice, the agency will not process any new public records requests from that requestor until the outstanding balance has been paid in full. If the outstanding balance is paid in full, the agency reserves the right to require advance payment for any future public records requests if the requestor has a history of failing to pay properly assessed fees.

If the agency reasonably believes a requestor is attempting to divide a public records request into multiple smaller requests to avoid fees, the agency may aggregate those requests and assess fees accordingly.

F. EXEMPTION FROM FEES

Exemptions from fees shall be as provided by law. Non-profit or media status does not exempt a public records requestor from fees permitted by Chapter 119, *Florida Statutes*. County Departments,

Constitutional Officers and other governmental entities shall be exempt from the fees provided herein.

POLICY HISTORY

Replaces:	N/A
Reference:	September 18, 1990
Adopted:	September 18, 1991
Revised:	May 25, 2004
Revised:	February 24, 2009
Revised:	December 14, 2021
Revised:	TBD (date pending)

PUBLIC RECORDS REQUESTS

POLICY NO. 01-03

PURPOSE: The purpose of this Policy is to establish guidelines for receiving and responding to public records requests, including assessing applicable charges as permitted by Florida's Public Records Law, Chapter 119, *Florida Statutes*.

SCOPE: This Policy applies to all Board of County Commissioners personnel.

POLICY: The Board of County Commissioners and all associated personnel shall comply with Florida's Public Records Law, Chapter 119, *Florida Statutes*, in receiving and responding to public records requests. The most current edition of Chapter 119, *Florida Statutes*, is hereby incorporated annually by reference and is available at www.leg.state.fl.us. The most current edition of Florida's *Government-in-the-Sunshine Manual*, prepared by the Florida Attorney General's Office, is hereby incorporated annually by reference and is available at www.myfloridalegal.com. Additionally, the Board of County Commissioners adopts the below findings, statements, and procedures for receiving and responding to public records requests.

THE PUBLIC RECORDS LAW

A. SCOPE

Florida's Public Records Law (Chapter 119, *Florida Statutes*) provides a right of access to the records of state and local governments as well as to private entities acting on their behalf. In the absence of a statutory exemption, this right of access applies to all materials made or received by an agency in connection with the transaction of official business which are used to perpetuate, communicate, or formalize knowledge.

B. PUBLIC RECORDS

Chapter 119, *Florida Statutes*, defines "public records" to include: all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

C. EXEMPTIONS FROM PUBLIC DISCLOSURE REQUIREMENTS

The Florida Statutes exempt certain public records from public disclosure requirements. Examples include certain financial records, social security numbers, security information and confidential records. For a summary of public records exempt from public disclosure requirements, please see Appendix D in the most current edition of Florida's *Government-in-the-Sunshine Manual*, prepared by the Florida Attorney General's Office and available at www.myfloridalegal.com. Pursuant to Section 119.07(1)(e), *Florida Statutes*, if all or part of a public record is exempt from inspection or copying, the custodian of such public record shall state the basis of such exemption, including the statutory citation to an exemption created or afforded by statute.

D. CUSTODIAN OF PUBLIC RECORDS

Section 119.011(5), *Florida Statutes*, defines the term "custodian of public records" to mean "the elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee." Pursuant to Section 119.07(1)(b), *Florida Statutes*, the custodian of public records, or a person having custody of public records, may designate another officer or employee of the agency to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy public records. The Hernando County Office of Public Information is designated as the custodian of public records for all Board of County Commissioners personnel.

REQUESTING PUBLIC RECORDS

A. AUTHORIZATION TO INSPECT AND RECEIVE COPIES OF PUBLIC RECORDS

Section 119.01(1), *Florida Statutes*, provides that "[i]t is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person."

County personnel may direct any person making a public records request to the Hernando County Office of Public Information for inspection or copying of public records; however, nothing herein prevents such personnel from permitting inspection or copying of public records in their custody.

B. REQUESTING PUBLIC RECORDS

Requests to inspect and copy public records may be made through the methods listed below.

1. In person to any County personnel.

2. In writing (paper format) to any County personnel (drop off or mail).

3. By facsimile (fax) machine to any County personnel, subject to available technology.

4. By telephone to the Office of Public Information at (352) 540-6426, or to any County personnel.

5. By email to PublicInformation@HernandoCounty.us, or to any County personnel.

6. By an online management tool, if one is available, and subject to Paragraph C below; however, the other methods listed herein or provided by law shall remain available. More information regarding availability of an online management tool shall be provided by the Hernando County Office of Public Information through the contact methods listed above.

C. AUTHORIZATION FOR AN ONLINE MANAGEMENT TOOL FOR REQUESTING PUBLIC RECORDS

Pursuant to Section 119.01(2)(e), *Florida Statutes*, providing access to public records by remote electronic means is an additional method of access that agencies should strive to provide to the extent feasible. Therefore, an online management tool is authorized for requesting public records, subject to the following requirements:

1. As stated above, public records may be requested by the methods listed herein or provided by law, even if an online management tool is available. Nothing prevents the custodian of public records or other County personnel from using an online management tool for management and tracking of public records requests received by any method listed herein or provided by law.

2. Instructions for using an online management tool shall be prominently displayed on the website for the Hernando County Office of Public Information.

3. A link to information regarding public access computers available at Hernando County Public Libraries shall be prominently displayed on the website for the Hernando County Office of Public Information.

4. Pursuant to Section 119.07(2)(c), *Florida Statutes*, unless otherwise required by law, the custodian of public records may charge a fee for remote electronic access, granted under a contractual arrangement with a user, which fee may include the direct and indirect costs of providing such access. For more information regarding fees, please see the FEES FOR PUBLIC RECORDS REQUESTS Section below.

D. ANONYMOUS PUBLIC RECORDS REQUESTS

A person requesting access to or copies of public records is not required to disclose their name, address, telephone number or the like to the custodian of public records, unless the custodian of public records is required by law to obtain this information prior to releasing the records. If a person requests to remain anonymous when requesting public records by any method other than in person, the custodian of public records shall explain that written submissions, fax submissions, phone logs, emails and email addresses, and online management tool information are subject to public disclosure requirements.

E. OVERBROAD OR VAGUE PUBLIC RECORDS REQUESTS

If a public records request is insufficient to identify the records sought due to overbreadth or vagueness, the custodian of public records or other County personnel shall notify the requestor that more information is needed in order to produce the public records. The agency reserves the right to close the request if the requestor fails to respond to inquiries for clarification within thirty (30) days following the initial clarification inquiry.

F. LIMITATIONS ON PUBLIC RECORDS REQUESTS

1. *Requests to Create New Public Records Not Permitted*. Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that an agency create new records in order to accommodate a request for information from the agency.

2. *Requests for Information From, or to Answer Questions Regarding Public Records Not Permitted*. Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that the custodian of public records give out information from public records, and it does not mandate that agencies produce employees to answer questions regarding public records.

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4. *"Standing" Public Records Requests Not Permitted*. Chapter 119, *Florida Statutes*, provides a right of access to inspect and copy an agency's existing public records but it does not mandate that an agency respond to a "standing" request for production of public records that the agency may receive or create in the future.

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A. DUTY TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REQUESTS

Pursuant to Section 119.07(1)(c), *Florida Statutes*, a custodian of public records and his or her designee must acknowledge receipt of requests to inspect or copy public records promptly. Such acknowledgement may be in the same form as the form of the public records request, or in any other reasonable form.

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As stated above, if a public records request is insufficient to identify the records sought due to overbreadth or vagueness, the custodian of public records or other personnel shall notify the requestor that more information is needed in order to produce the records.

C. TIME TO RESPOND TO PUBLIC RECORDS REQUESTS

Section 119.07(c), *Florida Statutes*, requires a custodian of public records to respond to public records requests "in good faith" but Chapter 119, *Florida Statutes*, does not contain a specific time limit for compliance with public records requests. Custodians of public records are permitted a reasonable amount of time to respond to a public records request. The time to respond to a public records request may be impacted by reasons including, but not limited to, the following:

1. Time to determine whether the requested public records exist.

2. Time to locate and retrieve the requested public records.

3. Time to determine if some or all of the requested public records are exempt from disclosure.

4. Time to redact those portions of a public record asserted as exempt.

5. Time to calculate and forward an invoice for any applicable fees.

6. Time to assign the request to the appropriate staff, and contingent upon staff availability at the time of the request, as well as, normal operating business hours and office closures.

7. Time for copying the requested public records.

8. Time to coordinate inspection of the requested public records at a County facility during normal operating business hours.

D. IN PERSON INSPECTION OF PUBLIC RECORDS

Section 119.07(1)(a), *Florida Statutes*, states that public records may be inspected at any reasonable time, under reasonable conditions, and under supervision by the custodian of public records. In person inspection of public records may be limited by the normal operating business hours of a County facility, the space needed, or the technology necessary to make in person inspection possible, or the normal working hours of the custodian of the public records identified to supervise such in person inspection.

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Section 119.07(4), *Florida Statutes*, states that the custodian of a public record shall furnish a copy (or a certified copy) of a public record upon payment of the fee prescribed by law (see the FEES FOR PUBLIC RECORDS REQUESTS Section below). Copies shall be provided in the same format as the public record; however, the Hernando County Office of Public Information shall strive to make copies available in a digital format so they can be accessed by remote electronic means, as encouraged by Section 119.01(2)(e), *Florida Statutes*. To that end, the Hernando County Office of Public Information may provide copies of public records through email or an online management tool. Copies may be provided by facsimile (fax) machine, subject to available technology.

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A. FEES AUTHORIZED

Section 119.07(4), *Florida Statutes*, authorizes fees for copies or certified copies of public records. Additionally, pursuant to Section 119.07(4)(d), *Florida Statutes*, if the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both. Fees shall not exceed any maximum fee set in the most current edition of Chapter 119, *Florida Statutes*.

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The following fees for paper copies shall be charged (cost of materials, excluding production time or labor):

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C. FEES FOR DIGITAL COPIES

The following fees for digital copies shall be charged (cost of materials, excluding production time or labor):

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   NO CHARGE.

2. Digital copies by other portable media (flash drive, etc.)

   Actual cost of portable media.

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D. FEES FOR EXTENSIVE USE OF RESOURCES

A reasonable fee, based on the cost incurred for extensive use of information technology resources or the labor cost of the actual personnel providing the service for the clerical and supervisory assistance required to fulfill a public records request, shall be charged. If extensive use of resources as described above is required, the fee shall be charged in quarter hour increments. The first 15 minutes shall be at no charge.

E. ESTIMATES AND PAYMENTS

The custodian of public records shall provide the public records requestor with an estimate of fees prior to fulfilling the public records request to confirm whether the public records requestor would like to proceed. If the public records requestor would like to proceed, the custodian of public records shall provide an invoice to the public records requestor. Such invoice shall be paid prior to inspection of the public records or prior to providing copies of the public records. Payments may be made in person or by mail via cash (exact change only), check, or money order (no credit/debit cards accepted in person or by mail), or online through an online management tool, if available (credit/debit cards only). Any online management tool may charge a reasonable fee for using such online management tool to pay an invoice.

The agency reserves the right to require advance payment for the extensive use of resources.

The agency reserves the right to close the request if the requesting party fails to respond to the cost estimate or fails to remit payment of the good-faith invoice within thirty (30) days of its issuance.

If the actual cost of fulfilling a request is less than the amount paid in advance, the agency will refund the overpayment. If the actual cost of fulfilling a request exceeds the estimated amount paid in advance, the public records requestor will be required to pay the additional amount due before the requested records are released.

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If the agency reasonably believes a requestor is attempting to divide a public records request into multiple smaller requests to avoid fees, the agency may aggregate those requests and assess fees accordingly.

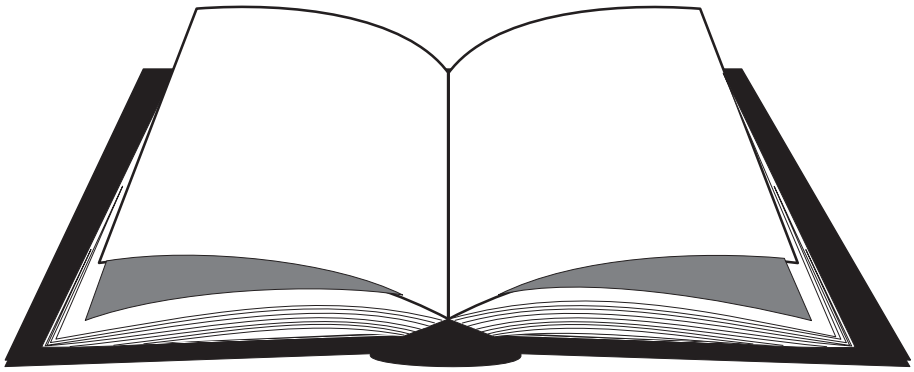
F. EXEMPTION FROM FEES

Exemptions from fees shall be as provided by law. Non-profit or media status does not exempt a public records requestor from fees permitted by Chapter 119, *Florida Statutes*. County Departments, Constitutional Officers and other governmental entities shall be exempt from the fees provided herein.

POLICY HISTORY

Replaces:	N/A
Reference:	September 18, 1990
Adopted:	September 18, 1991
Revised:	May 25, 2004
Revised:	February 24, 2009
Revised:	December 14, 2021
Revised:	January 29, 2026

GOVERNMENT-IN-THE-SUNSHINE MANUAL



2025 Edition

A Reference For Compliance with Florida's Public Records and Open Meetings Laws

Florida Office of the Attorney General

Volume 47

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2024 Legislative Highlights....xiii

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A Public Policy of Open Government

INTRODUCTION

Our system of open government is a valued and intrinsic part of the heritage of our state. Each day, Floridians use these laws to inform themselves as citizens, to attend government meetings and to review government records. As a result of these efforts, government leaders can be held accountable for their actions.

The Founding Fathers of our country recognized this fundamental truth during our nation's infancy and it remains just as valid today. As James Madison said: "Knowledge will forever govern ignorance; and a people who mean to be their own governors must arm themselves with the power which knowledge gives."

Florida is nationally recognized for its strong support for government in the sunshine and this commitment is reflected in our statutes and Constitution. As Attorney General, I remain committed to the principles of transparency embodied in these laws and the benefits they secure for our state.

This year's edition of the Government in the Sunshine Manual incorporates laws, judicial decisions, and Attorney General opinions in place as of October 1, 2024. Additional information about Florida's Sunshine Laws, including answers to frequently asked questions, is available through the Office of the Attorney General's Internet homepage, which may be reached at myfloridalegal.com.

Suggestions from those who use this Manual are welcome and appreciated. Please forward comments to: Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399.

John Guard
Acting Attorney General

Legislative Highlights

The following are some of the more significant actions which occurred during the 2024 legislative session relating to the public's right of access to meetings and records.

Animal adoption personal information – Provides an exemption for personal identifying information of a person who fosters, adopts, or otherwise receives legal custody of an animal from an animal shelter or animal control agency operated by a humane society or local government. **Chapter 24-257, Laws of Florida, amending s. 823.15, F.S.**

Autopsy report of suicide – Provides confidentiality for the autopsy report of a person whose manner of death was suicide held by a medical examiner. Specified disclosures are authorized. **Chapter 24-18, Laws of Florida, amending s. 406.135, F.S.**

Cancer Connect Collaborative – Establishes confidentiality for proprietary business information, as defined in the exemption, held by the Department of Health or Cancer Connect Collaborative. Portions of meetings of the collaborative during which confidential proprietary business information is discussed are exempt from open meetings requirements. **Chapter 24-248, Laws of Florida, amending s. 381.915, F.S.**

Court treatment program records – Establishes confidentiality for specified information in records relating to a participant in a veterans treatment court program or a participant in a mental health court program. **Chapter 24-32, Laws of Florida, amending ss. 394.47891 and 394.47892, F.S.**

Department of Agriculture and Consumer Services – Provides an exemption for tax return and credit information held by the department pursuant to its administration of the agriculture and aquaculture producers natural disaster recovery loan program. **Chapter 24-138, Laws of Florida, amending s. 570.822, F.S.**

Department of Legal Affairs – Provides confidentiality for information held by the department pursuant to a notification or investigation of a violation of statutes relating to social media until the investigation is completed or ceases to be active. Specified information remains confidential. **Chapter 24-54, Laws of Florida, amending ss. 501.1736 and 501.1737, F.S.**

Department of Legal Affairs – Except as provided in the exemption, establishes confidentiality for personal identifying information in an application submitted to the department seeking compensation through the Dozier School for Boys and Okeechobee School Victim Compensation Program. **Ch. 24-255, Laws of Florida, creating s. 16.64, F.S.**

Financial adequacy information for public works bidders – An existing exemption for financial statements submitted by prospective bidders for a road or any other public works project was expanded to add "or other financial information necessary to verify the financial adequacy of a prospective bidder." **Chapter 24-236, Laws of Florida, amending s. 119.071(1)(c), F.S.**

Grand jury testimony – The statute providing exceptions to the prohibition against disclosure of grand jury testimony was amended to address additional disclosure of grand jury testimony in specified circumstances. **Chapter 24-7, Laws of Florida, amending s. 905.27, F.S.**

Home addresses, telephone numbers, etc., of current clerks of court and clerk personnel – Provides an exemption for home addresses, telephone numbers, dates of birth and photographs of current clerks of court, court personnel, and specified information about their spouses and children. **Chapter 24-239, Laws of Florida, amending s. 119.071(4)(d),F.S.**

Home addresses, telephone numbers, etc., of current city and county attorneys – Provides an exemption for home addresses, telephone numbers, dates of birth, and photographs of current city and county attorneys, and specified information about their spouses and children. Provides that exemption does not apply to attorneys that qualify as a candidate for elected office. **Chapter. 24-235, Laws of Florida, amending s. 119.071(4)(d), F.S.**

Home addresses, telephone numbers, etc., of current and former Florida Gaming Control commissioners – Establishes an exemption for home addresses, telephone numbers, dates of birth, and photographs of current or former Florida Gaming Control commissioners, and specified information about their spouses and children. **Chapter 24- 252 , Laws of Florida, amending s. 119.071(4)(d), F.S.**

Home addresses, telephone numbers, and dates of birth of current and former specified military personnel – Establishes an exemption for the home addresses, telephone numbers and dates of birth of current and former military personnel, as defined in the exemption, and the telephone numbers associated with the personal communication devices of the personnel, provided that certain conditions are complied with. Specified information about the spouses and dependents of the personnel is also exempt. **Chapter 24-111, Laws of Florida, amending s. 119.071(5), F.S.**

My Safe Florida Home Program – Establishes an exemption for certain information contained in applications and home inspection reports submitted by applicants as part of the My Safe Florida Home Program administered by the Department of Financial Services. **Chapter 24-106, Laws of Florida, creating s. 215.5587, F.S.**

Office of Financial Regulation – Provides an exemption for specified information received by the Office of Financial Regulation relating to a new state bank or state trust company application. **Chapter 24-62, Laws of Florida, amending s. 655.057, F.S.**

Photograph, video, or audio recording of suicide – Provides confidentiality for a photograph, video, or audio recording of the suicide of a person. Disclosure is authorized in specified circumstances. **Chapter 24-18, Laws of Florida, amending s. 119.071(2)(p), F.S.**

Recording notification service personal information – Provides confidentiality for email addresses, telephone numbers, personal and business names and parcel identification numbers submitted to the clerk of court or property appraiser for the purpose of registering for a recording notification service authorized by this statute. **Chapter 24-149, Laws of Florida, amending s. 28.47, F.S.**

School guardians – Provides an exemption for information held by specified agencies that would identify whether a person has been certified to serve as a school guardian. **Chapter 24-156, Laws of Florida, amending s. 30.15, F.S.**

PART I

GOVERNMENT IN THE SUNSHINE LAW

A. SCOPE OF THE SUNSHINE LAW

Florida's Government in the Sunshine Law, s. 286.011, F.S., commonly referred to as the Sunshine Law, provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards, and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. *See Parris v. State,* 359 So. 3d 1178 (Fla. 4th DCA 2023) (Ciklin, J., concurring specially), noting that "[m]eetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided." Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office. There are three basic requirements of s. 286.011, F.S.:

(1) meetings of public boards or commissions must be open to the public;

(2) reasonable notice of such meetings must be given; and

(3) minutes of the meetings must be taken and promptly recorded.

The complete text of the Government in the Sunshine Law and related statutes may be found in Appendix B.

A constitutional right of access to meetings of collegial public bodies is recognized in Art. I, s. 24, Fla. Const. *See Frankenmuth Mutual Insurance Company v. Magaha,* 769 So. 2d 1012, 1021 (Fla. 2000), noting that the Sunshine Law "is of both constitutional and statutory dimension." Virtually all collegial public bodies are covered by the open meetings mandate of this constitutional provision with the exception of the judiciary and the state Legislature, which has its own constitutional provision requiring access. The only exceptions are those established by law or by the Constitution. The complete text of Art. I, s. 24, Fla. Const., may be found in Appendix A of this manual.

The Government in the Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision." The statute thus applies to public collegial bodies within this state, at the local as well as state level. *City of Miami Beach v. Berns,* 245 So. 2d 38 (Fla. 1971). "All governmental entities in Florida are subject to the requirements of the Sunshine Law unless specifically exempted." *Sarasota Citizens for Responsible Government v. City of Sarasota,* 48 So. 3d 755, 762 (Fla. 2010). *Accord Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021).

The Sunshine Law is equally applicable to elected and appointed boards or commissions. AGO 73-223. Special district boards (AGO 74-169) and boards created by interlocal agreement (AGO 84-16) are also included. *And see* Inf. Op. to Martelli, July 20, 2009 (State Fair Authority, created by statute as a public corporation, subject to Sunshine Law). *Cf. Turner v. Wainwright,* 379 So. 2d 148, 155 (Fla. 1st DCA 1980), *affirmed and remanded,* 389 So. 2d 1181 (Fla. 1980) (legislative requirement that certain board meetings must be open to the public does not imply that the board could meet privately to discuss other matters).

B. WHAT ENTITIES ARE COVERED BY THE SUNSHINE LAW? APPLICATION OF THE SUNSHINE LAW TO:

1. Advisory boards

Advisory boards and committees created by public agencies may be subject to the Sunshine

Law, even though their recommendations are not binding upon the entities that create them. The "dispositive question" is whether the committee has been delegated "decision-making authority," as opposed to mere "information-gathering or fact-finding authority." *Sarasota Citizens for Responsible Government v. City of Sarasota,* 48 So. 3d 755, 762 (Fla. 2010). "Where the committee has been delegated decision-making authority, the committee's meetings must be open to public scrutiny, regardless of the review procedures eventually used by the traditional governmental body." *Id. Accord Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021), quoting extensively from *Sarasota Citizens for Responsible Government*, in finding that textbook evaluation committees created by the superintendent pursuant to school board policy to recommend textbooks, had been delegated decision-making authority and were therefore subject to the Sunshine Law even though the school board made the final decision to approve the textbooks. *And see* AGO 23-04, noting that "the power to make recommendations may qualify as decision-making authority even though the entity delegating that authority has the power to reject the recommendation."

For example, in *Town of Palm Beach v. Gradison,* 296 So. 2d 473 (Fla. 1974), a citizen planning committee appointed by a city council to assist in revision of zoning ordinances was found to be subject to the Sunshine Law. The *Gradison* court, concluding that the committee served as the alter ego of the council in making tentative decisions, stated that "any committee established by the Town Council to act in any type of advisory capacity would be subject to the provisions of the government in the sunshine law." *Id.* at 476. *See also Spillis Candela & Partners, Inc. v. Centrust Savings Bank,* 535 So. 2d 694, 695 (Fla. 3d DCA 1988) (committee which compiled a report that was perfunctorily accepted by the board made a significant ruling affecting decision-making process and was subject to s. 286.011); and *Lyon v. Lake County,* 765 So. 2d 785 (Fla. 5th DCA 2000) (Sunshine Law applies to site plan review committee created by county ordinance to serve in an advisory capacity to the county manager). *Accord* AGOs 98-13 (citizen advisory committee appointed by city council to make recommendations to the council regarding city government and city services), and 01-84 (school advisory council created pursuant to former s. 229.58 [now s. 1001.452], F.S).

The Sunshine Law does not establish a lesser standard for members of advisory committees that are subject to the Sunshine Law. *See Monroe County v. Pigeon Key Historical Park,* Inc., 647 So. 2d 857, 869 (Fla. 3d DCA 1994) ("[T]he Sunshine Law equally binds all members of governmental bodies, be they advisory committee members or elected officials"). Nor is there an exception from the Sunshine Law for an advisory group created by a county commissioner and composed of volunteers. *See* Inf. Op. to Wallace, January 7, 2019, emphasizing that it is the nature of the functions of an advisory group that determines the application of the Sunshine Law, not the manner of their appointment or their volunteer status.

a. Advisory boards appointed by a single public official

The Sunshine Law applies to advisory committees appointed by a single public official as well as those appointed by a collegial board. *See* Inf. Op. to Wallace, January 7, 2019 ("In the first place, advisory groups appointed by a single public official are not immunized from the public meetings requirement").

For example, in *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983), the Florida Supreme Court determined that the Sunshine Law applied to an ad hoc advisory committee appointed by a university president to screen applications and make recommendations for the position of law school dean, because the committee, in deciding which applicants to reject from further consideration, performed a policy-based, decision-making function. *See also Silver Express Company v. District Board of Lower Tribunal Trustees*, 691 So. 2d 1099 (Fla. 3d DCA 1997) (committee established by agency purchasing director to consider and rank various contract proposals deemed subject to Sunshine Law); *Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021)(textbook committees created by the superintendent pursuant to school board policy to evaluate and rank textbooks for approval by

the school board governed by s. 286.011, F.S., because they "clearly 'helped to crystalize the decision to be made' by the School Board," quoting from *Silver Express*, 691 So. 2d at 1100); and *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available online in the Cases database at the open government site at myfloridalegal.com (Sunshine Law applies to committee formed by school board planning director to develop and recommend to the superintendent proposed new school attendance boundaries). *Accord* AGOs 05-05 (fact that advisory group was created by chief of police and not city commission and its recommendations were made to police chief would not remove group from ambit of the Sunshine Law); 85-76 (ad hoc committee appointed by mayor for purpose of making recommendations concerning legislation); 87-42 (ad hoc committee appointed by mayor to meet with Chamber of Commerce and draft proposal for transfer of city property). *And see* Inf. Op. to Lamar, August 2, 1993 (transition team appointed by mayor to make recommendations regarding governmental reorganization).

b. Fact-finding committees

A limited exception to the applicability of the Sunshine Law to advisory committees has been recognized for advisory committees established for fact-finding only. "[A] committee is not subject to the Sunshine Law if the committee has only been delegated information-gathering or fact-finding authority and only conducts such activities." *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010). *See also National Council on Compensation Insurance v. Fee,* 219 So. 3d 172 (Fla. 1st DCA 2017); and *Cape Publications, Inc. v. City of Palm Bay,* 473 So. 2d 222 (Fla. 5th DCA 1985). *Accord* AGO 95-06 (when a group, on behalf of a public entity, functions solely as a fact-finder or information gatherer with no decision-making authority, no "board or commission" subject to the Sunshine Law is created).

"In determining whether a committee is subject to the Sunshine Law, the actual function of the committee must be scrutinized to determine whether it is exercising part of the decision-making function by sorting through options and making recommendations to the governmental body." Inf. Op. to Randolph, June 10, 2010. Thus, if an advisory committee has a decision-making function in addition to fact-finding, the Sunshine Law is applicable. *See Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983), recognizing that while a "search and screen" committee had a fact-gathering role in soliciting and compiling applications, the committee also "had an equally undisputed decision-making function in screening the applicants" by deciding which of the applicants to reject from further consideration, and thus was subject to the Sunshine Law. *And see* AGO 94-21 (application of Sunshine Law to members of a negotiating team created by a city commission). *Cf. Collier County Public Schools v. Mason Classical Academy*, 342 So. 3d 753 (Fla. 2d DCA 2022), noting that discussions between two school district employees and the school district attorney conducted as part of the fact-finding process in an investigation of a charter school "clearly were not meetings pursuant to section 286.011(1) because neither employee was a school board member or part of a decision-making committee").

Accordingly, the determination as to whether an advisory committee created by a public official is subject to the Sunshine Law will necessarily depend on the duties and responsibilities performed by the committee. *See* Inf. Op. to Wallace, January 7, 2019, noting that the mere designation of a committee's function as "providing feedback" to the public official is not dispositive of the status of the committee for Sunshine Law purposes; instead, "the key determination will be the exact nature of the feedback being requested and provided." *See also* AGO 98-13 (application of the Sunshine Law to a community advisory committee appointed by a city commission).

Moreover, the "fact-finding exception" applies only to advisory committees and not to boards that have "ultimate decision-making governmental authority." *Finch v. Seminole County School Board*, 995 So. 2d 1068, 1071-1072 (Fla. 5th DCA 2008). In *Finch*, the court held that the "fact-finding exception" did not apply to a school board as the ultimate decision-making body; thus the board could not take a fact-finding bus tour without complying with the Sunshine Law even though school board members were separated from each other by several rows of seats, did not discuss their preferences or opinions, and no vote was taken during the trip. *And see* Inf.

Op. to Sugarman, August 5, 2015 (pension board not authorized to travel out of state to meet with financial consultants).

c. Staff committees

The Sunshine Law applies to meetings of elected or appointed boards; it does not ordinarily apply to staff committees or meetings. *See, e.g., Occidental Chemical Company v. Mayo*, 351 So. 2d 336 (Fla. 1977), *disapproved in part on other grounds, Citizens v. Beard*, 613 So. 2d 403 (Fla. 1992); *School Board of Duval County v. Florida Publishing Company*, 670 So. 2d 99, 101 (Fla. 1st DCA 1996); and AGO 89-39. The Sunshine Law does not apply "when a governmental executive uses staff for a fact-finding and advisory function in fulfilling his or her duties." *Knox v. District School Board of Brevard*, 821 So.2d 311, 315 (Fla. 5th DCA 2002).

Thus, a committee composed of staff that is responsible for advising and informing the decision-maker through fact-finding consultations is not subject to the Sunshine Law. *Bennett v. Warden*, 333 So. 2d 97 (Fla. 2d DCA 1976) (meetings of committee appointed by public college president to report on employee working conditions not subject to Sunshine Law). *Cf.* AGO 08-63 (although Sunshine Law does not apply to orientation sessions held by counties for special magistrates hired to hear value adjustment board petitions, "nothing would preclude a county from allowing the public to attend such orientations in order to enhance the knowledge of citizens who appear before value adjustment boards").

Accordingly, a state agency did not violate the Sunshine Law when agency employees conducted an investigation into a licensee's alleged failure to follow state law, and an assistant director made the decision to file a complaint as "[c]ommunication among administrative staff in fulfilling investigatory, advisory, or charging functions does not constitute a 'Sunshine' Law violation." *Baker v. Florida Department of Agriculture and Consumer Services,* 937 So. 2d 1161 (Fla. 4th DCA 2006), *review denied,* 954 So. 2d 27 (Fla. 2007). *And see Knox v. District School Board of Brevard, supra,* concluding that a team of employees appointed by an area superintendent to meet with her to interview, evaluate and recommend applicants to the superintendent served only in a "fact-finding or advisory" capacity since the superintendent received all applications for the position and he decided which applicants he would interview and nominate to the school board

Similarly, the court in *Lyon v. Lake County,* 765 So. 2d 785 (Fla. 5th DCA 2000), ruled that the Sunshine Law did not apply to informal meetings of staff where the discussions were "merely informational," where none of the individuals attending the meetings had any decision-making authority during the meetings, and where no formal action was taken or could have been taken at the meetings.

Accordingly, "meetings among agency staff to assess and make recommendations regarding contract management do not implicate" open meetings requirements. *Florida Environmental Regulation Specialists, Inc. v. Florida Department of Environmental Protection*, 342 So. 3d 710 (Fla. 1st DCA 2022). The court observed that "there was no delegation of policy making authority to any group of staff members at the department and the decision to terminate the contract was made by the agency official tasked with doing so." *Id. See also Molina v. City of Miami,* 837 So. 2d 462, 463 (Fla. 3d DCA 2002) (police discharge of firearms committee not subject to Sunshine Law because the committee "is nothing more than a meeting of staff members who serve in a fact-finding advisory capacity to the chief"); *J.I. v. Department of Children and Families,* 922 So. 2d 405 (Fla. 4th DCA 2006) (Sunshine Law not applicable to Department of Children and Families permanency staffing meetings conducted to determine whether to file a petition to terminate parental rights); and *National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 179 (Fla. 1st DCA 2017) (Sunshine Law inapplicable to meetings "held solely for the purpose of gathering information").

However, if a staff committee has been delegated decision-making authority as opposed to mere fact-finding or information-gathering, the Sunshine Law applies to the committee. *See*

Wood v. Marston, 442 So. 2d 934, 938 (Fla. 1983). It is the nature of the act performed, not the makeup of the committee or the proximity of the act to the final decision, which determines whether a committee composed of staff is subject to the Sunshine Law. *Id. See News-Press Publishing Company, Inc. v. Carlson,* 410 So. 2d 546, 548 (Fla. 2d DCA 1982), concluding that it would be "ludicrous" to hold that "a certain committee is governed by the Sunshine Law when it consists of members of the public, who are presumably acting for the public, but hold that a committee may escape the Sunshine Law if it consists of individuals who owe their allegiance to, and receive their salaries from, the governing authority;" and *Evergreen the Tree Treasurers of Charlotte County, Inc. v. Charlotte County Board of County Commissioners,* 810 So. 2d 526, 531-532 (Fla. 2d DCA 2002) (staff committee members delegated decision-making authority from public officials no longer function as staff members but "stand in the shoes of such public officials" insofar as the Sunshine Law is concerned).

Thus, in *Silver Express Company v. District Board of Lower Tribunal Trustees,* 691 So. 2d 1099 (Fla. 3d DCA 1997), the district court determined that a committee composed primarily of staff that was created by a college purchasing director to assist and advise her in evaluating contract proposals was subject to the Sunshine Law. The committee's job to "weed through the various proposals, to determine which were acceptable and to rank them accordingly" was sufficient to bring the committee within the scope of the Sunshine Law. *See also Roscow v. Abreu,* No. 03-CA-1833 (Fla. 2d Cir. Ct. August 6, 2004), available in the Cases database at the open government site at myfloridalegal.com (committee created by the state department of transportation and composed of officials from state, local, and federal agencies was subject to the Sunshine Law because the committee was responsible for screening and evaluating potential corridors and alignments for a possible expansion of the Suncoast Parkway); AGO 05-06 (city development review committee, composed of several city officials and representatives of various city departments to review and approve development applications, is subject to the Sunshine Law); and AGO 86-51 (land selection committee appointed by water management district and delegated decision-making authority to consider projects for inclusion on a list of proposed acquisition projects must comply with Sunshine Law "even though such committee may be composed entirely of district staff and its decisions and recommendations are subject to further action by the district's governing board").

The *Silver Express* decision was cited in a recent case finding that textbook committees established by a school superintendent to evaluate textbooks using a "quantitative 'rubric for evaluation'" as provided in a school board policy were subject to the Sunshine Law. The court noted that even though the superintendent had the statutory duty to recommend textbooks to the school board, the school board had the authority to select the textbooks. Because the textbooks with the highest number of points were selected for recommendation to the school board, the textbook committee selections constituted rankings and "clearly 'helped to crystalize the decision to be made by'" the school board. *Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021), quoting *Silver Express*, 691 So. 2d at 1100.

Similarly, in *Dascott v. Palm Beach County,* 877 So. 2d 8 (Fla. 4th DCA 2004), the court held that a meeting of a pre-termination conference panel established pursuant to a county ordinance and composed of a department head, personnel director, and equal opportunity director should have been held in the Sunshine. Even though the county administrator had the sole authority to discipline employees, that authority had been delegated to the department head who in turn chose to share that authority with the other members of the panel.

By contrast, in *Sarasota Citizens for Responsible Government v. City of Sarasota,* 48 So. 3d 755, 763 (Fla. 2010), the Court found that a county administrator's discussions with staff and consultants while negotiating a memorandum of understanding with a baseball team did not violate the Sunshine Law because the administrator's "so-called negotiations team only served an informational role." According to the Court, "[t]his is not a situation where [the administrator] and the individuals he consulted made joint decisions. *Cf. Dascott v. Palm Beach County,* [supra]."

See also McDougall v. Culver, 3 So. 3d 391 (Fla. 2d DCA 2009) and *Jordan v. Jenne,* 938 So. 2d 526 (Fla. 4th DCA 2006).

2. Candidates or members-elect

a. Candidates

The Sunshine Law does not apply to candidates for office, unless the candidate is an incumbent seeking reelection. AGO 92-05.

b. Members-elect

The requirements of the Sunshine Law apply not only to meetings of covered boards or commissions but also to "meetings with or attended by any person elected to such board or commission, but who has not yet taken office." Section 286.011(1), F.S. Thus, members-elect are subject to the Sunshine Law in the same manner as board members who are currently in office. *See also Hough v. Stembridge,* 278 So. 2d 288, 289 (Fla. 3d DCA 1973) (individual, upon election to public office, loses his or her status as a private individual and acquires a position more akin to that of a public trustee and therefore is subject to s. 286.011, F.S.). *Cf.* Inf. Op. to Lamar, August 2, 1993 (Sunshine Law applies to transition team made up of citizens appointed by the mayor to make recommendations on city government reorganization). *And see Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available in the Cases database at the open government site at myfloridalegal.com (Sunshine Law applied to advisory committee members "from the moment each member was selected to be on the [committee]").

A candidate who is unopposed is not considered to be a member-elect subject to the Sunshine Law until the election has been held. AGO 98-60. *Accord* Inf. Op. to Popowitz, August 12, 2016. The Popowitz opinion references a 2010 opinion from the Division of Elections (Div. of Elections Op. 10-09, July 26, 2010), finding that the date of a candidate's election to office could be deemed to be either the date specified by a court in an election case, election day itself, the date the final canvassing board certifies the election results, or some other date, depending upon the particular factual situation involved.

3. Commissions created by the Florida Constitution

Boards or commissions created by the Constitution which prescribes the manner of the exercise of their constitutional powers are not subject to s. 286.011, F.S., when carrying out such constitutionally prescribed duties. *See Kanner v. Frumkes,* 353 So. 2d 196 (Fla. 3d DCA 1977) (judicial nominating commissions are not subject to s. 286.011, F.S.). *Cf. In re Advisory Opinion of the Governor,* 334 So. 2d 561 (Fla. 1976) (clemency power does not exist by virtue of legislative enactment; rather Constitution sufficiently prescribes rules for the manner of exercise of the power); and AGO 77-65 (Ch. 120, F.S., inapplicable to Constitution Revision Commission established by Art. XI, s. 2, Fla. Const.). *Compare Turner v. Wainwright,* 379 So. 2d 148 (Fla. 1st DCA), *affirmed and remanded,* 389 So. 2d 1181 (Fla. 1980), holding that the Parole Commission [now known as the Florida Commission on Offender Review, *see* s. 1, Ch. 14-191, Laws of Florida] which Art. IV, s. 8(c), Fla. Const., recognizes may be created by *law*, is subject to s. 286.011, F.S.

However, Art. I, s. 24, Fla. Const., establishes a constitutional right of access to meetings of any collegial public body of the executive branch of state government by providing that such meetings must be open and noticed to the public unless exempted by the Legislature pursuant to Art. I, s. 24, Fla. Const., or specifically closed by the Constitution.

4. Ex officio board members

An ex officio board member is subject to the Sunshine Law regardless of whether he or she is serving in a voting or non-voting capacity. AGO 05-18. *Accord* Inf. Op. to Ardaman, June 24, 2021 (mayor who serves as a non-voting ex officio member of various municipal boards is subject

to the Sunshine Law). *And see Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available in the Cases database at the open government site at myfloridalegal.com (finding that the Sunshine Law applied equally to all members of an advisory committee, including a staff member appointed as a non-voting member of the committee whose role was only to advise the voting committee members).

5. Federal entities

Federal agencies, *i.e.*, agencies created under federal law, operating within the state, do not come within the purview of the state Sunshine Law. AGO 71-191. Thus, meetings of a federally-created council are not subject to s. 286.011, F.S. AGO 84-16.

However, if a board is created pursuant state law, the Sunshine Law applies even if federal officials serve on the board. *See* Inf. Op. to Markham, September 10, 1996 (technical oversight committee established by state agencies as part of settlement agreement in federal lawsuit subject to Sunshine Law); and Inf. Op. to Green, December 11, 1998 (tri-state river commission established pursuant to *state and* federal law is subject to the Sunshine Law). *See also* Inf. Op. to Knox, January 6, 2005 (St. Johns River Alliance, Inc., a non-profit corporation formed to help carry out the federal American Heritage Rivers Initiative and the associated intergovernmental Partnership Agreement among state, local and federal governmental entities, is subject to s. 286.011, F.S., requirements); and *Roscow v. Abreu,* No. 03-CA-1833 (Fla. 2d Cir. Ct. August 6, 2004), available in the Cases database at the open government site at myfloridalegal.com (committee created by the state department of transportation and composed of officials from state, local, and federal agencies was subject to the Sunshine Law because the committee was responsible for screening and evaluating potential corridors and alignments for a possible expansion of the Suncoast Parkway). *Cf. Brown v. Denton,* 152 So. 3d 8 (Fla. 1st DCA 2014) (closed-door federal mediation sessions which resulted in changes to pension benefits of city employees in certain unions constituted collective bargaining negotiations which should have been held in the Sunshine).

6. Governor and Cabinet

Article IV, s. 4 of the Florida Constitution, establishes "a cabinet composed of an attorney general, a chief financial officer, and a commissioner of agriculture." The Governor and Cabinet serve as the head of certain departments within the executive branch. In addition, the Governor and Cabinet have responsibilities that arise under the Constitution. *See* Art. IV, s. 8, Fla. Const. (clemency).

The Sunshine Law does not apply to those powers of the Governor and Cabinet which derive from the Constitution; thus, the Governor and Cabinet in dispensing pardons and the other forms of clemency authorized by Art. IV, s. 8(a), Fla. Const., are not subject to s. 286.011, F.S. *Cf. In re Advisory Opinion of the Governor,* 334 So. 2d 561 (Fla. 1976) (Constitution sufficiently prescribes rules for the manner of exercise of gubernatorial clemency power; legislative intervention is, therefore, unwarranted).

Section 286.011, F.S., however, does apply to those functions of the Governor and Cabinet which are statutory responsibilities as opposed to duties arising under the Constitution. Thus, the Governor and Cabinet are subject to the Sunshine Law when sitting in their capacity as a board created by the Legislature or whose powers are prescribed by the Legislature, such as the Board of Trustees of the Internal Improvement Trust Fund or the Florida Department of Law Enforcement. In such cases, the Governor and Cabinet are not exercising powers derived from the Constitution but are subject to the "dominion and control" of the Legislature.

Moreover, Art. I, s. 24, Fla. Const., requires that meetings of "any collegial public body of the executive branch of state government" be open and noticed to the public. The only exceptions to this constitutional right of access are those meetings which have been exempted by the Legislature pursuant to Art. I, s. 24, Fla. Const., or which are specifically closed by

the Constitution. *And see* Article III s. 4(e), Fla. Const., providing, in relevant part that "all prearranged gatherings, between . . . the governor, the president of the senate, or the speaker of the house of representatives, the purpose of which is to agree upon formal legislative action that will be taken at a subsequent time, or at which formal legislative action is taken, regarding pending legislation or amendments, shall be reasonably open to the public."

7. Individual board members

Section 286.011, F.S., applies to public boards and commissions, *i.e.*, collegial bodies, and has been applied to meetings of "two or more members" of the same board or commission when discussing some matter which foreseeably will come before the board or commission. Therefore, the statute does not ordinarily apply to an *individual* member of a public board or commission or to public officials who are not board or commission members. *See National Council of Compensation Insurance v. Fee*, 219 So. 3d 172, 179 (Fla. 1st DCA 2017); and *Mitchell v. School Board of Leon County,* 335 So. 2d 354 (Fla. 1st DCA 1976). *See also* Inf. Op. to Dillener, January 5, 1990 (Sunshine Law not normally applicable to meeting of town council member with private citizens). *Cf. Jennings v. Dade County,* 589 So. 2d 1337 (Fla. 3d DCA 1991), *review denied,* 598 So. 2d 75 (Fla. 1992), stating that ex parte (*i.e.*, from one side only) communications in quasi-judicial proceedings raise a presumption that the contact was prejudicial to the decision-making process; and s. 286.0115, F.S., enacted in response to the *Jennings* case, relating to access to local public officials in quasi-judicial proceedings.

However, there have been circumstances where the application of the Sunshine Law to individual board members has been considered. As stated by the Supreme Court, the Sunshine Law is to be construed "so as to frustrate all evasive devices." *Town of Palm Beach v. Gradison,* 296 So. 2d 473, 477 (Fla. 1974). *And see* AGO 89-39 (aides to county commissioners are not subject to the Sunshine law unless they have been delegated decision-making functions outside of the ambit of normal staff functions, are acting as liaisons between board members, or are acting in place of the board or its members at their direction).

a. Individual board member meeting with a member of another public board

The Sunshine Law does not apply to a meeting between individuals who are members of *different* boards *unless* one or more of the individuals has been delegated the authority to act on behalf of his or her board. *Rowe v. Pinellas Sports Authority,* 461 So. 2d 72 (Fla. 1984). *Accord* AGO 84-16 (meeting between the chair of a private industry council created pursuant to federal law and the chair of a five-county employment and training consortium created pursuant to state law is not subject to Sunshine Law, unless there is a delegation of decision-making authority to the chair of the consortium); and Inf. Op. to McClash, April 29, 1992 (Sunshine Law generally not applicable to county commissioner meeting with individual member of metropolitan planning organization). *And see News-Press Publishing Company, Inc. v. Lee County, Florida,* 570 So. 2d 1325 (Fla. 2d DCA 1990) (Sunshine Law not applicable to mediation proceeding attended by individual members of city and county boards who were in litigation because only one member of each board was present at the proceedings and no final settlement negotiations could be made during the mediation conference).

An individual city council member may, therefore, meet privately with an individual member of the municipal planning and zoning board to discuss a recommendation made by that board since two or more members of either board are not present, provided that no delegation of decision-making authority has been made and neither member is acting as a liaison. AGO 87-34. *Accord* AGOs 99-55 (school board member meeting with member of advisory committee established by school board), and 97-52 (discussions between individual member of community college board of trustees and school board member regarding acquisition of property by school board).

b. Mayor meeting with individual city commissioner or city council member

If the mayor is a member of the council or has a voice in decision-making through the power to break tie votes, meetings between the mayor and a member of the city council to discuss some matter which will come before the city council are subject to the Sunshine Law. AGO 83-70. *And see* Inf. Op. to Ardaman, June 24, 2021 (Sunshine Law applies to discussions between a member of the city council and a mayor who serves as a non-voting member of the council).

On the other hand, if the mayor is *not* a member of the city council and does not possess any power to vote even in the case of a tie vote but possesses only the power to veto legislation, the mayor may privately meet with an individual member of the city council without violating the Sunshine Law, provided the mayor is not acting as a liaison between members and neither individual has been delegated the authority to act on behalf of the council. AGOs 90-26 and 85-36. *And see* Inf. Op. to Cassady, April 7, 2005 (mayor who is not a member of the city council and cannot vote even in the event of a tie, may meet with an individual council member to discuss the mayor's recommendations to the council concerning prospective appointees). *Cf. City of Sunrise v. News and Sun-Sentinel Company,* 542 So. 2d 1354 (Fla. 4th DCA 1989) (since mayor was responsible under the city charter for disciplining city employees, mayor in carrying out this function was not subject to s. 286.011, F.S.).

c. Use of nonboard members or staff to act as liaisons or to conduct a de facto meeting of the board

As a general rule, individual board members "may call upon staff members for factual information and advice without being subject to the Sunshine Law's requirements." *Sarasota Citizens for Responsible Government v. City of Sarasota,* 48 So. 3d 755, 764 (Fla. 2010). *And see* AGO 81-42 (the fact that a city council member has expressed his or her views or voting intent on an upcoming matter to a news reporter prior to the scheduled public meeting does not violate the Sunshine Law so long as the reporter is not being used by the member as an intermediary in order to circumvent the requirements of s. 286.011, F.S.). *Compare State v. Dorworth,* No. 14-MM-5841 (Fla. Orange Co. Ct. October 21, 2014), *affirmed,* No. 14-AP-48 (Fla. 9th Cir. Ct. August 19, 2015), available in the Cases database at the open government site at myfloridalegal.com, dismissing a misdemeanor charge against a lobbyist who was accused of violating the Sunshine Law by relaying information between board members and thereby aiding the members to meet without complying with the Sunshine Law. The trial judge determined that by charging the lobbyist, the state attorney "expanded the reach of the Sunshine Law to private citizens; and, the Legislature did not intend for the statute to apply to private citizens."

However, because the Sunshine Law must be construed to "frustrate all evasive devices," the law is implicated by a meeting between a board member and a nonboard member who is being used as a liaison for board members. *See Transparency for Florida, Inc. v. City of Port St. Lucie*, 240 So. 3d 780 (Fla. 4th DCA 2018), citing to AGOs 96-35 (city manager may not ask each commissioner to state his or her position on a specific matter that will foreseeably be considered by the commission at a public meeting, in order to provide the information to the members of the commission) and 75-59 (city manager may meet individually with city council members "to discuss city business provided that the manager does not act as a liaison for board members by circulating information and thoughts of individual councilmembers to the rest of the board"). *See also Parris v. State,* 359 So. 3d 1178 (Fla. 4th DCA 2023) (Ciklin, J., concurring specially) (warning about conducting private meetings through use of surrogates, such as aides, friends, relatives, or other government officials).

Therefore, a city manager should refrain from asking each commissioner to state his or her position on a specific matter which will foreseeably be considered by the commission at a public meeting in order to provide the information to the members of the commission. AGO 89-23. *See also* Inf. Op. to Goren, October 28, 2009 (while individual city commissioners may seek advice or information from staff, city should be cognizant of the potential that commissioners seeking

clarification by follow-up with staff when staff responses are provided to all commissioners could be considered to have participated in a de facto meeting of the commissioners by using staff as a conduit between commissioners). *Compare Sarasota Citizens for Responsible Government v. City of Sarasota, supra* at 765 (private staff meetings with individual county commissioners in preparation for a public hearing on a proposed memorandum of understanding [MOU] did not violate the Sunshine Law because the meetings were "informational briefings regarding the contents of the MOU" and "[t]here is no evidence that [county] staff communicated what any commissioner said to any other commissioner").

Additionally, in *Blackford v. School Board of Orange County,* 375 So. 2d 578 (Fla. 5th DCA 1979), the court held that a series of scheduled successive meetings between the school superintendent and individual members of the school board were subject to the Sunshine Law. While normally meetings between the school superintendent and an individual school board member would not be subject to s. 286.011, F.S., these meetings were held in "rapid--fire succession" in order to avoid a public airing of a controversial redistricting problem. Thus, even though the superintendent was "adamant that he did not act as a go-between during these discussions and [denied] that he told any one board member the opinions of the others," the one-to-one meetings amounted to a de facto meeting of the school board in violation of s. 286.011, F.S. *Id.* at 580. *See also Transparency for Florida, Inc. v. City of Port St. Lucie*, 240 So. 3d 780 (4th DCA 2018) (evidence did not "conclusively refute" allegations that a series of telephone calls between the city attorney and individual city councilmembers to discuss termination of and severance pay to, the city manager constituted a Sunshine Law violation; accordingly, trial court should not have entered summary judgment in favor of the city). *Cf. State v. Foster,* 12 F.L.W. Supp. 1194a (Fla. Broward Co. Ct. September 26, 2005). In *Foster*, the judge rejected the argument made by the commissioners, that the Sunshine Law permitted city commissioners to attend a private breakfast meeting at which the sheriff spoke and the commissioners individually questioned the sheriff but did not direct comments or questions to each other. The court denied the commissioners' motion for summary judgment and ruled that the discussion should have been held in the Sunshine because the sheriff was a "common facilitator" who received comments from each commissioner in front of the other commissioners.

Similarly, in *Citizens for a Better Royal Palm Beach, Inc. v. Village of Royal Palm Beach,* No. CL 9114417 AA (Fla. 15th Cir. Ct. May 14, 1992), available in the Cases database at the open government site at myfloridalegal.com, the court invalidated a contract for the sale of municipal property when it determined that after the proposal to sell the property which had been discussed and approved at a public meeting collapsed, the city manager met individually with council members and from those discussions the property was sold to another group. The circuit court found that these meetings resulted in a substantial change in the terms of sale and that the execution of the contract, therefore, violated the Sunshine Law. *See also Sentinel Communications Company v. School Board of Osceola County,* No. CI92-0045 (Fla. 9th Cir. Ct. April 3, 1992), available in the Cases database at the open government site at myfloridalegal.com (series of private meetings between school superintendent and individual school board members to consider staff recommendations concerning administrative structure of the school system and to privately address any of the board's concerns, should have been held in the sunshine; while individual board members are not prohibited from meeting privately with staff or the superintendent for informational purposes or on an ad hoc basis, the Sunshine Law "shall be construed to prohibit the scheduling of a series of such meetings which concern a specific agenda"); AGO 23-04 (Sunshine Law does not permit members of a university presidential search committee to use a search firm to survey individual committee members and anonymously rank candidates to affect which candidates the committee will consider at a future meeting); and AGO 93-90 (board that is responsible for assessing the performance of its chief executive officer [CEO] should not use a review procedure in which individual board members evaluate the CEO's performance and send their individual written comments to the board chair for compilation and subsequent discussion with the CEO).

Not all staff decisions, however, are required to be made or approved by a board. Thus, the district court concluded in *Florida Parole and Probation Commission v. Thomas,* 364 So. 2d 480 (Fla. 1st DCA 1978), that the decision to appeal made by legal counsel to a public board after discussions between the legal staff and individual members of that board was not subject to the Sunshine Law. *And see* Inf. Op. to Biasco, July 2, 1997 (administrative officers or staff who serve public boards should not poll board members on issues which will foreseeably come before the board although an administrative officer is not precluded from contacting individual board members for their views on a matter when the officer, and not the board, has been vested with the authority to take action).

d. Delegation of authority to individual to act on behalf of the board

"The Sunshine Law does not provide for any 'government by delegation' exception; a public body cannot escape the application of the Sunshine Law by undertaking to delegate the conduct of public business through an alter ego." *IDS Properties, Inc. v. Town of Palm Beach*, 279 So. 2d 353, 359 (Fla. 4th DCA 1973), *certified question answered sub nom., Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974). *See also News-Press Publishing Company, Inc. v. Carlson*, 410 So. 2d 546, 547-548 (Fla. 2d DCA 1982) (when public officials delegate de facto authority to act on their behalf in the formulation, preparation, and promulgation of plans on which foreseeable action will be taken by those public officials, those delegated that authority stand in the shoes of such public officials insofar as the Sunshine Law is concerned).

In *News-Press Publishing Company v. Lee County*, 570 So. 2d 1325 (Fla. 2d DCA 1990), a newspaper challenged the trial court's decision to require the parties (two cities and a county) to participate in mediation and to each appoint a representative "with full authority to bind them." The judge then amended the order to allow the parties to limit the representatives' authority so that no final settlement decisions could be made during the mediation conference. On appeal, the district court concluded that the mediation's narrow scope did not give rise to a substantial delegation affecting the board's decision-making function so as to require the mediation to be open to the public. 570 So. 2d at 1327. *And see Broward County v. Conner*, 660 So. 2d 288, 290 (Fla. 4th DCA 1995), *review denied*, 669 So. 2d 250 (Fla. 1996) (since Sunshine Law provides that actions of a public board are not valid unless they are made at an open public meeting, a county's attorneys would not be authorized to enter into a settlement agreement on the commission's behalf "without formal action by the county commission at a meeting as required by the statute"). *Compare Lee County v. Pierpont*, 693 So. 2d 994 (Fla. 2d DCA 1997), *affirmed*, 710 So. 2d 958 (Fla. 1998) (authorization to county attorney to make settlement offers to landowners not to exceed appraised value plus 20%, rather than a specific dollar amount, did not violate the Sunshine Law).Moreover, the Attorney General's Office has advised that a single member of a board who has been delegated the authority to negotiate the terms of a lease on behalf of the board "is subject to the Sunshine Law and, therefore, cannot negotiate for such a lease in secret." AGO 74-294. *Accord* AGO 84-54. Similarly, when an individual member of a public board, or a board member and the executive director of the board, conducts a hearing or investigatory proceeding on behalf of the entire board, the hearing or proceeding must be held in the sunshine. AGOs 75-41 and 74-84. *And see* AGO 10-15 (special magistrate subject to the Sunshine Law when exercising the delegated decision-making authority of the value adjustment board).

The Attorney General's Office has advised that a single member of a board who has been delegated the authority to negotiate the terms of a lease on behalf of the board "is subject to the Sunshine Law and, therefore, cannot negotiate for such a lease in secret." AGO 74-294. *Accord* AGO 84-54. Similarly, when an individual member of a public board, or a board member and the executive director of the board, conducts a hearing or investigatory proceeding on behalf of the entire board, the hearing or proceeding must be held in the sunshine. AGOs 75-41 and 74-84. *And see* AGO 10-15 (special magistrate subject to the Sunshine Law when exercising the delegated decision-making authority of the value adjustment board).

However, if the board member has been authorized only to gather information or function as a fact-finder, the Attorney General's Office has concluded that the Sunshine Law does not apply. *See e.g.* AGOs 95-06, 93-78, and 90-17 (if board member is authorized only to explore various contract proposals, with such proposals being related back to the governing body for consideration, the discussions between the board member and the applicant are not subject to the Sunshine Law). *Cf. State, Department of Management Services v. Lewis*, 653 So. 2d 467 (Fla. 1st DCA 1995) (issuance of an order of reconsideration by a board chair does not violate the Sunshine Law where the purpose of the order is to provide notice of a hearing to the parties and allow them an opportunity to provide argument on the issue).

More recently, the First District Court of Appeal ruled that a statute (s. 627.091[6], F.S.), requiring a "committee" of a national insurance rating organization to comply with the Sunshine Law when meeting to discuss the need to alter Florida rates, did not apply to an actuary who performed this function instead of a committee. *National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 179 (Fla. 1st DCA 2017). In *Fee*, the court noted that the term "committee" has been defined as a "subordinate group," not a single person, and that "the multi-person concept of the term 'committee' further finds support in well-established precedent construing the Sunshine Law."

Moreover, if the individual, rather than the board, is vested by law, charter, or ordinance with the authority to take action, such discussions are not subject to s. 286.011, F.S. *See City of Sunrise v. News and Sun-Sentinel Company*, 542 So. 2d 1354 (Fla. 4th DCA 1989) (since the mayor was responsible under the city charter for disciplining city employees and since the mayor was not a board or commission and was not acting for a board, meetings between the mayor and a city employee concerning the employee's duties were not subject to s. 286.011, F.S.). *Cf.* AGO 13-14 (where contract terms regarding the police chief's employment have been discussed and approved at a public city commission meeting, Sunshine Law does not require that the consistent written employment contract drafted by the town attorney as directed by the commission be subsequently presented to and approved at another commission meeting).

8. Judiciary

The open meetings provision found in Art. I, s. 24, Fla. Const., does not include meetings of the judiciary. In addition, separation of powers principles make it unlikely that the Sunshine Law, a legislative enactment, could apply to the courts established pursuant to Art. V, Fla. Const. AGO 83-97. Thus, questions of access to judicial proceedings usually arise under other constitutional guarantees relating to open and public judicial proceedings, Amend. VI, U.S. Const., and freedom of the press, Amend. I, U.S. Const.

However, a circuit conflict committee established by the Legislature to approve attorneys handling conflict cases is subject to the Sunshine Law, even though the chief judge or his or her designee is a member, because the "circuit conflict committees are created by the *Legislature,* subject to its dominion and control." AGO 83-97. *And see Canney v. Board of Public Instruction of Alachua County,* 278 So. 2d 260 (Fla. 1973) (Sunshine Law applies to quasi-judicial functions; a board exercising quasi-judicial functions is not a part of the judicial branch of government).

a. Criminal proceedings

A court possesses the inherent power to control the conduct of proceedings before it. *Miami Herald Publishing Company v. Lewis,* 426 So. 2d 1 (Fla. 1982); and *State ex rel. Miami Herald Publishing Company v. McIntosh,* 340 So. 2d 904 (Fla. 1976). A three-pronged test for closing criminal proceedings has been developed to provide "the best balance between the need for open government and public access, through the media, to the judicial process, and the paramount right of a defendant in a criminal proceeding to a fair trial before an impartial jury." *Lewis, supra* at 7. *And see Morris Publishing Group, LLC v. State,* 136 So. 3d 770, 779 (Fla. 1st DCA 2014); and *Miami Herald Media Company v. State*, 218 So. 3d 460 (Fla. 3d DCA 2017). The factors to be considered are whether:

1) closure is necessary to prevent a serious and imminent threat to the administration of justice;

2) no alternatives are available, other than change of venue, which would protect the defendant's right to a fair trial; and

3) closure would be effective in protecting the defendant's rights without being broader than necessary to accomplish that purpose.

b. Civil proceedings

Stressing that *all* trials, civil and criminal, are public events and that there is a strong presumption of public access to these proceedings, the Supreme Court in *Barron v. Florida Freedom Newspapers, Inc.*, 531 So. 2d 113 (Fla. 1988), set forth the following factors which must be considered by a court in reviewing a request for closure of civil proceedings:

1) a strong presumption of openness exists for all court proceedings;

2) both the public and news media have standing to challenge any closure order with the burden of proof being on the party seeking closure;

3) closure should occur only when necessary

   a) to comply with established public policy as set forth in the Constitution, statutes, rules or case law;

   b) to protect trade secrets;

   c) to protect a compelling governmental interest;

   d) to obtain evidence to properly determine legal issues in a case;

   e) to avoid substantial injury to innocent third parties; or

   f) to avoid substantial injury to a party by disclosure of matters protected by a common law or privacy right not generally inherent in the specific type of civil proceeding sought to be closed.

4) whether a reasonable alternative is available to accomplish the desired result and if none exists, the least restrictive closure necessary to accomplish its purpose is used;

5) the presumption of openness continues through the appellate review process and the party seeking closure continues to have the burden to justify closure.

And see Amendments to the Florida Family Law Rules of Procedure, 723 So. 2d 208, 209 (Fla. 1998), reiterating support for the *Barron* standards and stating that "public access to court proceedings and records [is] important to assure testimonial trustworthiness; in providing a wholesome effect on all officers of the court for purposes of moving those officers to a strict conscientiousness in the performance of duty; in allowing nonparties the opportunity of learning whether they are affected; and in instilling a strong confidence in judicial remedies, which would be absent under a system of secrecy;" and *Lake v. State,* 193 So. 3d 932, 934 (Fla. 4th DCA 2016) (trial court did not depart from essential requirements of law by refusing to close Jimmy Ryce Act civil commitment review proceeding; statutory provision requiring that certain treatment records introduced into evidence be maintained under seal unless opened by the judge "does not require that the press and public be barred from any discussion of treatment or treatment records during a review hearing").

c. Depositions

While the courts have recognized that court proceedings are public events and the public generally has access to such proceedings, the general public and the press do not have a right under the First Amendment or the rules of procedure to attend discovery depositions. *See Palm Beach Newspapers, Inc. v. Burk,* 504 So. 2d 378, 380 (Fla. 1987), *cert. denied,* 108 S.Ct. 346 (1987), stating that while discovery depositions in criminal cases are judicially compelled for

the purpose of allowing parties to investigate and prepare, they are not judicial proceedings. *Accord Post-Newsweek Stations, Florida, Inc. v. State,* 510 So. 2d 896 (Fla. 1987) (media not entitled to notice and opportunity to attend pretrial discovery depositions in criminal cases); and *SCI Funeral Services of Florida, Inc. v. Light,* 811 So. 2d 796 (Fla. 4th DCA 2002) (upholding protective order closing depositions to the media based on privacy concerns). *Cf. Lewis v. State,* 958 So. 2d 1027 (Fla. 5th DCA 2007) (while *Burk* applied to unfiled depositions made during an ongoing, active criminal prosecution, materials related to defendant's prosecution, including depositions, are subject to disclosure after the case becomes final).

d. Florida Bar grievance proceedings

An attorney's claim that the Florida Bar violated the Sunshine Law by refusing to allow him to attend a grievance committee meeting of the Bar was rejected in *Florida Bar v. Committee,* 916 So. 2d 741, 744-745 (Fla. 2005): "The grievance committee meetings of the Bar are private, and therefore the Bar is justified in prohibiting [the attorney] from attendance." The Court reiterated its statement from *The Florida Bar: In re Advisory Opinion,* 398 So. 2d 446, 447 (Fla. 1981), that "[n]either the legislature nor the governor can control what is purely a judicial function."

e. Grand juries

Section 905.24, F.S., provides that "[g]rand jury proceedings are secret"; thus, these proceedings are not subject to s. 286.011, F.S. *See Clein v. State,* 52 So. 2d 117, 120 (Fla. 1950) (it is the policy of the law to shield the proceedings of grand juries from public scrutiny); and *In re Getty*, 427 So. 2d 380, 383 (Fla. 4th DCA 1983) (public disclosure of grand jury proceedings "could result in a myriad of harmful effects"). The grand jury has also been referred to as a "coordinate branch of the judiciary, and as an arm, appendage, or adjunct of the circuit court." *State ex rel. Christian v. Rudd,* 302 So. 2d 821, 828 (Fla. 1st DCA 1974). *And see In re Grand Jury, Fall Term 1986,* 528 So. 2d 51 (Fla. 2d DCA 1988; *Palm Beach Newspapers, Inc., v. Doe,* 460 So. 2d 406 (Fla. 4th DCA 1984); and *In re Subpoena to Testify Before Grand Jury Directed to Custodian of Records,* 864 F.2d 1559 (11th Cir. 1989), regarding hearings on certain grand jury procedural motions.

f. Judicial nominating commissions/Judicial Qualifications Commission

Judicial nominating commissions for the Supreme Court of Florida, the district courts of appeal, or for a judicial circuit for the trial courts within the circuit are not subject to the Sunshine Law. *Kanner v. Frumkes,* 353 So. 2d 196 (Fla. 3d DCA 1977). Article V, s. 11(d), Fla. Const., however, requires that except for its deliberations, the proceedings of a judicial nominating commission and its records are open to the public. While the deliberations of a commission are closed, such a limitation appears to be applicable to that point in the proceedings when the commissioners are weighing and examining the reasons for and against a choice. Inf. Op. to Russell, August 2, 1991.

The statewide judicial nominating commission for workers' compensation judges, however, is not a judicial nominating commission as contemplated by the Constitution; thus, such a commission created pursuant to the workers' compensation law is subject to s. 286.011, F.S. AGO 90-76.

Proceedings of the Judicial Qualifications Commission are confidential. However, upon a finding of probable cause and the filing of formal charges against a judge or justice by the commission with the Clerk of the Supreme Court, all further proceedings of the commission are public. Article V, s. 12(a)(4), Fla. Const.

g. Mediation proceedings

(1) Court-ordered mediation

Court-ordered mediation and arbitration are to be conducted according to the rules of

practice and procedure adopted by the Florida Supreme Court. Sections 44.102(1) and 44.103(1), F.S. *And see* rule 10.360(a), Florida Rules For Certified and Court-Appointed Mediators ("*Except* where disclosure is required or permitted by law or is agreed to by all parties and counsel, a mediator must maintain confidentiality of all information revealed during mediation."). (e.s.) *Cf. Everglades Law Center, Inc. v. South Florida Water Management District*, 290 So. 3d 123 (Fla. 4th DCA 2019), noting that written mediation communications are confidential pursuant to ss. 44.103(3) and 44. 405(1), F.S., and must be redacted from the full transcript of a closed litigation session when it becomes public pursuant to s. 286.011(8), F.S.

Public access to court-ordered mediation proceedings between two cities and a county was raised in *News-Press Publishing Company, Inc. v. Lee County, Florida,* 570 So. 2d 1325 (Fla. 2d DCA 1990). Initially, the judge required the parties to have present a representative "with full authority to bind them"; however, after the media objected to the closure of the mediation proceeding, the judge amended the order to limit the representatives' authority so that no final settlement decisions could be made during the mediation conference. On appeal, the district court noted that no two members of any of the public boards would be present at the mediation proceedings and that the mediation's narrow scope did not give rise to a substantial delegation affecting the boards' decision-making function so as to require the mediation to be open to the public. 570 So. 2d at 1327. *Cf. Brown v. Denton,* 152 So. 3d 8 (Fla. 1st DCA 2014) (closed-door federal mediation sessions which resulted in changes to pension benefits of city employees in certain unions constituted collective bargaining negotiations which should have been held in the Sunshine; "[w]e cannot condone hiding behind federal mediation, whether intentionally or unintentionally, in an effort to thwart the requirements of the Sunshine Law.").

Similarly, in *O'Connell v. Board of Trustees,* 1 F.L.W. Supp. 285 (Fla. 7th Cir. Ct. Feb. 9, 1993), the court noted that as to public agencies, mediation is subject to the Sunshine Law; thus, no more than one member of a collegial body should attend the mediation conference. *And see* Fla. R. Civ. P. 1.720(d), stating that **"**[i]f a party to mediation is a public entity required to operate in compliance with chapter 286, Florida Statutes, that party shall be deemed to appear at a mediation conference by the presence of a representative with full authority to negotiate on behalf of the entity and to recommend settlement to the appropriate decision-making body of the entity." *Accord* Fla. R. App. P. 9.720(a).

(2) Other mediation proceedings

Mediation meetings conducted pursuant to the Florida Governmental Conflict Resolution Act, ss. 164.101-164.1061, F.S., which involve officials or representatives of local governmental entities who have the authority to negotiate on behalf of that governmental entity are subject to the Sunshine Law. Inf. Op. to McQuagge, February 13, 2002. Similarly, a closed attorney-client session may not be held to discuss settlement negotiations on an issue that is the subject of ongoing mediation pursuant to a partnership agreement between a water management district and others which is not in litigation. AGO 06-03.

h. Statutes providing for closed court proceedings

Certain court proceedings may be closed in accordance with Florida Statutes as follows:

(1) **Adoption:** Hearings held under the Florida Adoption Act are closed. Section 63.162(1), F.S. *See In re Adoption of H.Y.T.,* 458 So. 2d 1127 (Fla. 1984) (statute providing that all adoption hearings shall be held in closed court is not unconstitutional).

(2) **Dependency:** Except as provided in s. 39.507, F.S., dependency adjudicatory hearings are open to the public unless, by special order, the court determines that the public interest or welfare of the child is best served by closing the hearing. Section 39.507(2), F.S. *And see Mayer v. State,* 523 So. 2d 1171 (Fla. 2d DCA), *review dismissed,* 529 So. 2d 694 (Fla. 1988) (former version of statute requiring hearings to be closed did not violate First Amendment).

(3) **Guardian advocate appointments:** Hearings for appointment of guardian advocates are confidential. Section 39.827(4), F.S.

(4) **HIV test results:** Court proceedings in cases where a person is seeking access to human immunodeficiency virus (HIV) test results are to be conducted in camera unless the person tested agrees to a hearing in open court or the court determines that a public hearing is necessary to the public interest and proper administration of justice. Section 381.004(2)(e)9., F.S.

(5) **Pregnancy termination notice waiver:** Hearings conducted in accordance with a petition for a waiver of the notice requirements pertaining to a minor seeking to terminate her pregnancy shall remain confidential and closed to the public, as provided by court rule. Section 390.01114(6)(f), F.S.

(6) **Termination of parental rights:** Hearings involving termination of parental rights are confidential and closed to the public. Section 39.809(4), F.S. *See Natural Parents of J.B. v. Florida Department of Children and Family Services,* 780 So. 2d 6 (Fla. 2001), upholding the constitutionality of the statute. *And see J.I. v. Department of Children and Families,* 922 So. 2d 405 (Fla. 4th DCA 2006) (Sunshine Law does not apply to Department of Children and Families permanency staffing meetings conducted to determine whether to file petition to terminate parental rights). *Cf. Stanfield v. Florida Department of Children and Families,* 698 So. 2d 321 (Fla. 3d DCA 1997) (trial court may not issue "gag" order preventing a woman from discussing a termination of parental rights case because "[t]he court cannot prohibit citizens from exercising their First Amendment right to publicly discuss knowledge that they have obtained independent of court documents even though the information may mirror the information contained in court documents").

(7) **Victim and witness testimony in certain circumstances:** Except as provided in s. 918.16(2), F.S., if any person under 16 years of age or any person with an intellectual disability is testifying in any civil or criminal trial concerning any sex offense, the judge shall clear the courtroom, except for listed individuals. Section 918.16(1), F.S. If the victim of a sex offense is testifying concerning that offense, the court shall clear the courtroom, except for listed individuals, upon request of the victim, regardless of the victim's age or mental capacity. Section 918.16(2), F.S. *Cf. Pritchett v. State,* 566 So. 2d 6 (Fla. 2d DCA), *review denied,* 570 So. 2d 1306 (Fla. 1990) (where a trial court failed to make any findings to justify closure, application of s. 918.16, F.S., to the trial of a defendant charged with capital sexual battery violates the defendant's constitutional right to a public trial). *Accord Kovaleski v. State*, 854 So. 2d 282 (Fla. 4th DCA 2003), *cause dismissed*, 860 So. 2d 978 (Fla. 2003).

For a more complete listing of statutory exemptions, please see Appendix D and the Index.

9. Legislature

Article I, s. 24, Fla. Const., requires that meetings of the Legislature be open and noticed as provided in Art. III, s. 4(e), Fla. Const., except with respect to those meetings exempted by the Legislature pursuant to Art. I, s. 24, Fla. Const., or specifically closed by the Constitution. *And see* Art. III, s. 4(c), Fla. Const. (votes of members during final passage of legislation pending before a committee and, upon request of two members of a committee or subcommittee, on any other question, must be recorded).

Pursuant to Art. III, s. 4(e), Fla. Const., the rules of procedure of each house of the Legislature must provide that all legislative committee and subcommittee meetings of each house and joint conference committee meetings be open and noticed. Such rules must also provide:

> [A]ll prearranged gatherings, between more than two members of the legislature, or between the governor, the president of the senate, or the speaker of the house of representatives, the purpose of which is to agree upon formal legislative action that will be

> taken at a subsequent time, or at which formal legislative action is taken, regarding pending legislation or amendments, shall be reasonably open to the public. All open meetings shall be subject to order and decorum. This section shall be implemented and defined by the rules of each house, and such rules shall control admission to the floor of each legislative chamber and may, where reasonably necessary for security purposes or to protect a witness appearing before a committee, provide for the closure of committee meetings. Each house shall be the sole judge for the interpretation, implementation, and enforcement of this section.

In accordance with Article III, s. 4(e), both the Senate and the House of Representatives have adopted rules implementing this section. Senate Rules may be found online at flsenate.gov. Rules of the House of Representatives may be found at myfloridahouse.gov.

10. Married couple serving on the same board

There is no *per se* violation of the Sunshine Law for a husband and wife to serve on the same public board or commission so long as they do not discuss board business without complying with the requirements of s. 286.011, F.S. AGO 89-06.

11. Private organizations

The Attorney General's Office has recognized that private organizations generally are not subject to the Sunshine Law unless the private organization has been created by a public entity, has been delegated the authority to perform some governmental function, or plays an integral part in the decision-making process of a public entity. AGO 07-27.

However, as discussed below, the Sunshine Law applies to private entities created by law or by public agencies, and to private entities providing services to governmental agencies and acting on behalf of those agencies in the performance of their public duties.

a. Private entities created pursuant to law or by public agencies

The Supreme Court has stated that "[t]he Legislature intended to extend application of the 'open meeting' concept so as to bind every 'board or commission' of the state, or of any county or political subdivision over which [the Legislature] has dominion or control." *City of Miami Beach v. Berns,* 245 So. 2d 38, 40 (Fla. 1971).

Accordingly, if a private entity has been created by law or by a public agency to perform a public function, the Sunshine Law applies. *See National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 180 (Fla. 1st DCA 2017), noting the application of the Sunshine Law to governmental bodies and to private entities created by a public entity. *Accord* AGO 00-08 ("a board or commission created by a public agency or entity is subject to section 286.011, Florida Statutes").

For example, in AGO 04-44, the Attorney General advised that a nonprofit corporation established by state law to manage corrections work programs of the Department of Corrections, was subject to the Sunshine Law. *And see* AGOs 98-42 (association legislatively designated as the governing organization of athletics in Florida public schools), 97-17 (not-for-profit corporation created by a city redevelopment agency to assist in the implementation of its redevelopment plan), and 16-01 and 98-01 (board of trustees of an insurance trust fund created pursuant to collective bargaining agreement between a city and the employee union). *Cf.* s. 20.41(6) and (8), F.S., providing that area agencies on aging, described as "nongovernmental, independent, not-for-profit corporations" are "subject to [the Public Records Act], and, when considering any contracts requiring the expenditure of funds, are subject to ss. 286.011-286.012, relating to public meetings."

b. Private entities providing services to public agencies

A private corporation performing services for a public agency and receiving compensation for such services is not by virtue of this relationship alone subject to the Sunshine Law unless the public agency's governmental or legislative functions have been delegated to it. *McCoy Restaurants, Inc. v. City of Orlando,* 392 So. 2d 252 (Fla. 1980) (airlines are not by virtue of their lease with the aviation authority public representatives subject to the Sunshine Law). *And see* AGOs 98-47 (Sunshine Law does not apply to private nongovernmental organization when the organization counsels and advises private business concerns on their participation in a federal loan program made available through a city). 80-45 (the receipt of Medicare, Medicaid, government grants and loans, or similar funds by a private nonprofit hospital does not, standing alone, subject the hospital to the Sunshine Law); and Inf. Op. to Gaetz and Coley, December 17, 2009 (mere receipt of federal grant does not subject private economic development organization to Sunshine Law).

However, although private entities are generally not subject to the Sunshine Law simply because they do business with public agencies, the Sunshine Law can apply if a public entity has delegated "the performance of its public purpose" to a private entity. *Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation,* 729 So. 2d 373, 382-383 (Fla. 1999). *Accord National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 180 (Fla. 1st DCA 2017); and *Holifield v. Big Bend Cares, Inc.*, 326 So. 3d 739 (Fla. 1st DCA 2021).

For example, in *Keesler v. Community Maritime Park Associates, Inc.,* 32 So. 3d 659, 660 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1289 (Fla. 2010), the court deemed it "undisputed" that a not-for-profit corporation charged by the City of Pensacola with overseeing the development of public waterfront property "is subject to the requirements of the Sunshine Law."

Similarly, the Attorney General's Office has found meetings of the following entities to be subject to the Sunshine Law: Family Services Coalition, Inc., board of directors, performing services for the Department of Children and Families which services would normally be performed by the department, AGO 00-03; Astronauts Memorial Foundation when performing duties funded under the General Appropriations Act, AGO 96-43; nonprofit organization designated by county to fulfill role of county's dissolved cultural affairs council, AGO 98-49; nonprofit corporation specifically created to contract with county for operation of a public golf course on county property acquired by public funds, AGO 02-53; downtown redevelopment task force which, although not appointed by city commission, stood in place of the city commission when considering downtown improvement issues, AGO 85-55; and a private nonprofit corporation, if the county accepts the corporation's offer to review, recodify, and prepare draft amendments to the county zoning code, AGO 83-95. *Cf.* Inf. Op. to Bedell, December 28, 2005 (private nonprofit organization which entered into an agreement with a city to operate a theater, received city funding in the form of a loan for this purpose, and leased property from the city, should comply with the Sunshine Law when holding discussions or making decisions regarding the theater).

More recently, the First District determined a national insurance rating organization with statutory responsibility to file proposals for changes in Florida rates was not subject to the Sunshine Law. The court determined that the state insurance agency retained the responsibility to approve or disapprove rates and "did not delegate any authority to carry out an agency function required to be performed in the sunshine." *National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 180 (Fla. 1st DCA 2017). *See also Holifield v. Big Bend Cares, Inc.*, 326 So. 3d 739 (Fla. 1st DCA 2021) (private entity that entered into a contract with a state agency to perform certain services was not subject to the Sunshine Law because the public entity did not delegate the performance of its public purpose to the private corporation).

c. Application of the Sunshine Law to specific private entities

(1) Direct-support organizations

In AGO 05-27, after reviewing the responsibilities of a nonprofit corporation created pursuant to statute as a direct-support organization and the organization's relationship to the public agency, the Attorney General's Office concluded that the organization was subject to the Sunshine Law. *See also* Inf. Op. to Chiumento, June 27, 1990 (Sunshine Law applies to school district direct-support organizations created pursuant to statute; although the direct-support organizations "constitute private nonprofit corporations, they seek to assist the district school board in carrying out its functions of meeting the educational needs of the students in the county"). *And see* AGOs 92-53 (John and Mable Ringling Museum of Art Foundation, Inc., established pursuant to statute as a not-for-profit corporation to assist the museum in carrying out its functions subject to Sunshine Law), and 11-01 (Sunshine Law applies to Biscayne Park Foundation, Inc., created as a nonprofit foundation to act as an instrumentality on behalf of the Village of Biscayne Park and intended to enhance the Village's opportunities to raise monies through special events, sponsorships, donations, and grants for the Village).

The Legislature has specifically exempted portions of meetings of some direct-support organizations. For example, any portion of a meeting of the board of directors of a university direct-support organization, or of the executive committee or other committee of the board, at which any proposal seeking research funding from the organization or a plan or program for either initiating or supporting research is discussed is exempt from s. 286.011, F.S. Section 1004.28(5)(c), F.S. *See also* s. 292.055(9), F.S. (portions of meetings of Department of Veterans' Affairs direct-support organization during which the identity of a donor or potential donor who wishes to remain anonymous is discussed are exempt).

(2) Economic development organizations

Several Attorney General Opinions have considered whether the Sunshine Law applies to private economic development organizations. These opinions have concluded that the Sunshine Law applies when there has been a delegation of a public agency's authority to conduct public business such as carrying out the terms of the county's economic development strategic plan. AGO 10-30. *See also* AGO 10-44 (Sunshine Law applies to nonprofit corporation delegated authority to carry out the terms of the county's green economic development plan). *Compare* Inf. Op. to Gaetz and Coley, December 17, 2009 (open government laws did not apply to private economic development corporation since no delegation of a public agency's governmental function was apparent and the corporation did not appear to play an integral part in the decision-making process of the agency). *Cf. Economic Development Commission v. Ellis,* 178 So. 3d 118, 123 (Fla. 5th DCA 2015) (trial court erred by using the "delegation of function" test to conclude that a private entity under contract with a county to provide economic development services was subject to the Public Records Act because there was "not a clear, compelling, complete delegation of a governmental function" to the entity; instead, the court should have used the "totality of factors" test to make this determination). For more information on the "delegation of function" and "totality of factors" tests, please refer to the discussion on pages 61-64.

(3) Homeowners' associations

The Sunshine Law does not generally apply to meetings of a homeowners' association board of directors. Inf. Op. to Fasano, June 7, 1996. Other statutes govern access to records and meetings of these associations. *See, e.g.,* s. 720.303(2), F.S. (homeowners' association board of directors); s. 718.112(2)(c), F.S. (condominium board of administration); s. 719.106(1)(c), F.S. (cooperative board of administration); and s. 723.078(2)(c), F.S. (mobile home park homeowners' association board of directors). *Cf.* AGOs 99-53 (an architectural review committee of a homeowners' association is subject to the Sunshine Law where that committee, pursuant to county ordinance, must review and approve applications for county building permits), and 07-44 (property owners association subject to open government laws when acting on behalf of a municipal services taxing unit).

(4) Political parties

Meetings of political parties are not subject to s. 286.011, F.S. Inf. Op. to Armesto, September 18, 1979.

(5) Volunteer fire departments

In AGO 04-32, the Attorney General advised that boards of directors of volunteer fire departments that provide firefighting services to the county and use facilities and equipment acquired with county funds are subject to the Sunshine Law. *Cf.* AGO 00-08 (meetings of Lee County Fire Commissioner's Forum, a nonprofit corporation created by fire districts operating in Lee County, at which two or more members of the same district board discuss matters that may foreseeably come before the board for official action are subject to the Sunshine Law). *And see Schwartzman v. Merritt Island Volunteer Fire Department,* 352 So. 2d 1230 (Fla. 4th DCA 1977), *cert. denied,* 358 So. 2d 132 (Fla. 1978) (private nonprofit volunteer fire department, which had been given stewardship over firefighting, which conducted its activities on county-owned property, and which was funded in part by public money, was an "agency" for purposes of the Public Records Act, and its membership files, minutes of its meetings and charitable activities were subject to disclosure).

12. Staff member or public official also serving as member of public board

In some cases, staff members or public officials also serve as members of public boards. If so, discussions between those board members that involve matters which foreseeably could come before the board must be held in the Sunshine. For example, a 1993 Attorney General Opinion concluded that communications between the sheriff and the state attorney, as members of the county's criminal justice commission, would be subject to the Sunshine Law when such discussions involve matters which foreseeably would come before the commission. AGO 93-41. *Cf.* AGO 11-04, noting that if the state attorney and sheriff elect to appoint individuals to serve on a county criminal justice commission in the place of each officer, as authorized by county ordinance, neither the state attorney nor the sheriff would be a member of the commission so as to make these communications subject to the Sunshine Law. *See now,* s. 286.01141, F.S. (2013), creating a Sunshine Law exemption for that portion of a meeting of a duly constituted local advisory criminal justice commission at which members of the commission discuss active criminal intelligence or investigative information that is currently being considered by or which may foreseeably come before the commission, provided that public disclosure of the discussion is made at any public meeting of the commission at which the matter is being considered.

However, the Sunshine Law is applicable only to discussions of matters which may foreseeably come before the board. For example, the Sunshine Law would not apply to meetings between the mayor and city commissioners where a mayor performs the duties of city manager and the city commissioners individually serve as the head of a city department when the meeting is held solely by these officers in their capacity as department heads for the purpose of coordinating administrative and operational matters between executive departments of city government for which no formal action by the governing body is required or contemplated. Those matters which normally come before, or should come before, the city commission for discussion or action, however, must not be discussed at such meetings. AGO 81-88. *Accord* AGOs 83-70 and 75-210 (mayor may discuss matters with individual city council member which concern his or her administrative functions and would not come before the council for consideration and further action).

Similarly, the Sunshine Law would not apply to a school faculty meeting simply because two or more members of school advisory council who are also faculty members attend the faculty meeting as long as council members refrain from discussing matters that may come before the council for consideration. Inf. Op. to Hughes, February 17, 1995; and Inf. Op. to Boyd, March 14, 1994.

C. WHAT MEETINGS OF MEMBERS OF BOARDS ARE COVERED? APPLICATION OF THE SUNSHINE LAW TO:

1. Board members attending meetings or serving as members of another public board

a. Board members attending meetings of another public board

Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General's Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that "if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice."

Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one "commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues." AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because "the city commission's discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting"). *See also* AGOs 05-59 and 77-138.

b. Board members serving as members of another public board

Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, "when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members." *Id.* Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.

Additionally, in AGO 91-95, the Attorney General's Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, "in an effort to satisfy the spirit of the Sunshine Law," the opinion also recommended that the published notice of the county board "include mention of the anticipated attendance and participation of county commission members in board proceedings." *Id.*

2. Board member meeting with his or her alternate

Since the alternate is authorized to act only in the absence of a board or commission member, there is no meeting of two individuals who exercise independent decision-making authority at the meeting. There is, in effect, only one decision-making official present. Therefore, a meeting between a board member and his or her alternate is not subject to the Sunshine Law. AGO 88-45.

3. Community forums sponsored by private organizations

A "Candidates' Night" sponsored by a private organization at which candidates for public office, including several incumbent city council members, will speak about their political philosophies, trends, and issues facing the city, is not subject to the Sunshine Law unless the council members discuss issues coming before the council among themselves. AGO 92-05. *Compare* Inf. Op. to Jove, January 12, 2009, concluding that a public forum hosted by a city council member with city council members invited to attend and participate in the discussion would be subject to s. 286.011, F.S.

Similarly, in AGO 94-62, the Attorney General's Office concluded that the Sunshine Law does not apply to a political forum sponsored by a private civic club during which county commissioners express their position on matters that may foreseeably come before the commission, so long as the commissioners avoid discussions among themselves on these issues. *And see* AGO 08-18 (participation by two city council members in a citizens police academy does not violate the Sunshine Law; "[t]he educational course is not changed into a meeting of a board or commission . . . by the attendance and participation of members of the city council in the course work of the academy").

However, caution should be exercised to avoid situations in which private political or community forums may be used to circumvent the statute's requirements. AGO 94-62. *See Town of Palm Beach v. Gradison,* 296 So. 2d 473, 477 (Fla. 1974) (Sunshine Law must be construed "so as to frustrate all evasive devices"). For example, in *State v. Foster,* 12 F.L.W. Supp. 1194a (Fla. Broward Co. Ct. September 26, 2005), the court rejected the city commissioners' argument that the Sunshine Law permitted them to attend a private breakfast meeting at which the sheriff spoke and the commissioners individually questioned the sheriff but did not direct comments or questions to each other. Instead, the court denied the commissioners' motion for summary judgment and ruled that the discussion should have been held in the Sunshine because the sheriff was a "common facilitator" who received comments from each commissioner in front of the other commissioners.

More recently, members of a city planning and zoning commission violated the Sunshine Law when they participated in discussions at meetings of a community improvement organization which involved planning and zoning matters. *City of Bradenton Beach v. Metz,* No. 2017 CA 003581 (Fla. 12th Cir. Ct. August 9, 2019), available online in the Cases database at the open government site at myfloridalegal.com. The trial judge found that the commissioners' participation in the discussions was particularly troubling because they continued to attend, despite Sunshine Law concerns expressed by the city attorney.

4. Confidential records discussions

The Florida Supreme Court has stated that in the absence of a statute exempting a meeting in which privileged material is discussed, s. 286.011, F.S., should be construed as containing no exceptions. *City of Miami Beach v. Berns,* 245 So. 2d 38 (Fla. 1971).

The Public Records Act was amended in 1991 after several district courts held that certain proceedings could be closed when considering confidential material. Section 119.07(7), F.S., provides that an exemption from s. 119.07, F.S., "does not imply an exemption from s. 286.011. The exemption from s. 286.011 must be expressly provided." Thus, exemptions from the Public Records Act do not by implication allow a public agency to close a meeting where exempt records are to be discussed in the absence of a specific exemption from the Sunshine Law. *See* AGOs 10-04 and 91-75 (school board), 04-44 (PRIDE), 93-41 (county criminal justice commission), and 91-88 (pension board).

For example, while s. 288.075(2), F.S., allows a private corporation to request confidentiality for certain records relating to a planned corporate relocation to Florida, this exemption "applies only to records and does not constitute an exemption from the provisions of the Government in the Sunshine Law . . . ." AGO 04-19. *Accord* AGO 80-78 and Inf. Op. to Rooney, June 8, 2011.

In AGO 05-03, the Attorney General advised that a federal law prohibiting disclosure of certain identifying information did not authorize a state committee to close its meetings, although the committee should take steps to ensure that identifying information is not disclosed at such meetings. *And see* AGO 12-20 (county transportation board designated as "appropriate local official" authorized by statute to receive and investigate whistle-blower complaints must comply with the open meetings requirements in the Sunshine Law; however, the board must also "protect the confidential information it is considering at a meeting and must not disclose the name of the whistle-blower unless one of the specific circumstances listed in the statute is present). *Cf.* AGO 96-40 (town may not require a complainant to sign a waiver of confidentiality before accepting a whistle-blower's complaint for processing since the Legislature has provided for confidentiality of the whistle-blower's identity).

Similarly, in AGO 96-75, the Attorney General's Office advised that since under s. 286.011(8), F.S., the transcript of a closed attorney-client session is open to public inspection once the litigation is concluded, the city and its attorney should be sensitive to any discussions of confidential medical reports during such a meeting and take precautions to protect the confidentiality of such medical reports so that when the transcript is opened for inspection, the privacy of the employee will not be breached. *Compare Everglades Law Center, Inc. v. South Florida Water Management District,* 290 So. 3d 123 (Fla. 4th DCA 2019), noting that the statements made in AGO 96-75, regarding taking steps to protect confidentiality and privacy applied to "an *individual's* medical record in the context of a workers' compensation claim," and did not address "the confidentiality of mediation communications involving information regarding *multiple* persons," these mediation communications are confidential pursuant to ss. 44.102(3) and 44.405(3), F.S., and should be redacted from the full public transcript. [Emphasis supplied by the court].

5. E-mail, text messages, and other written communications between board members

The Sunshine Law requires boards to meet in public; boards may not take action on or engage in private discussions of board business via written correspondence, e-mails, text messages, or other electronic communications. Thus, members of an advisory committee created to make recommendations to the superintendent on school attendance boundaries violated the Sunshine Law when they exchanged private electronic communications (emails and Facebook messages) relating to committee business. *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available online in the Cases database at the open government site at myfloridalegal.com. *See also* AGO 89-39 (members of a public board may not use computers to conduct private discussions among themselves about board business).

Similarly, city commissioners may not use an electronic newsletter to communicate among themselves on issues that foreseeably may come before the commission. Inf. Op. to Syrkus, October 31, 2000. *And see* AGO 09-19 (members of a city board or commission may not engage on the city's Facebook page in an exchange or discussion of matters that foreseeably will come before the board or commission for official action); and Inf. Op. to Martelli, July 20, 2009 (authority should discuss business at publicly noticed meetings "rather than in a series of letters between authority members"). *Cf.* Inf. Op. to Galaydick, October 19, 1995 (school board members may share laptop computer even though computer's hard drive contains information reflecting ideas of an individual member as long as computer is not being used as a means of communication between members).

Thus, a procedure whereby a board takes official action by circulating a memorandum for each board member to sign whether the board member approves or disapproves of a particular issue, violates the Sunshine Law. Inf. Op. to Blair, May 29, 1973. *And see Leach-Wells v. City of Bradenton,* 734 So. 2d 1168, 1171 (Fla. 2d DCA 1999) (selection committee created by city council to evaluate proposals violated the Sunshine Law when the city clerk unilaterally ranked the proposals based on the committee members' individual written evaluations; the court held that "the short-listing was formal action that was required to be taken at a public meeting");

Schweickert v. Citrus County Port Authority, No. 12-CA-1339 (Fla. 5th Cir. Ct. September 30, 2013), available online in the Cases database at the open government site at myfloridalegal.com (ad hoc committee appointed by board violated the Sunshine Law when the members submitted individual written evaluations of the proposals to the staff, which then compiled the scores and ranked the proposals for submission to the board; the committee should have ranked the proposals at a public meeting); and AGO 93-90 (board not authorized to use employee evaluation procedure whereby individual board members send their individual written comments to the board chair for compilation and subsequent private discussion with the employee). *Compare Carlson v. Department of Revenue*, 227 So. 3d 1261 (Fla. 1st DCA 2017) (state agency "evaluation team" members who individually evaluated competing proposals, individually assigned scores, and individually submitted their scores for consideration by others, did not take "formal action" and thus were not obligated to conduct a meeting subject to the Sunshine Law).

However, a commissioner may send a written report to other commissioners on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is no interaction related to the report among the commissioners and the report, which must be maintained as a public record, is not being used as a substitute for action at a public meeting. AGO 89-23. *And see* AGO 01-20 (e-mail communication of information from one council member to another is a public record but does not constitute a meeting subject to the Sunshine Law when it does not result in the exchange of council members' comments or responses on subjects involving foreseeable action by the council). *Cf.* Inf. Op. to Kessler, November 14, 2007 (procedural rule requiring county commissioner to make a written request to commission chair to withdraw an item from the consent agenda does not violate the Sunshine Law).

If, on the other hand, the report is circulated among board members for comments with such comments being provided to other members, there is interaction among the board members which is subject to s. 286.011, F.S. AGO 90-03. Similarly, in AGO 96-35, the Attorney General's Office concluded that while a school board member may prepare and circulate an informational memorandum or position paper to other board members, the use of a memorandum to solicit comments from other board members or the circulation of responsive memoranda by other board members would violate the Sunshine Law. "Such action would be equivalent to private meetings discussing the public business through the use of memoranda without allowing an opportunity for public input." *Id.*

In addition, the Attorney General's Office stated that while it is not a "direct violation" of the Sunshine Law for members to circulate their own written position papers on the same subject as long as the board members avoid any discussion or debate among themselves except at an open public meeting, this practice is "strongly discourage[d]." AGO 07-35. *See also* AGO 01-21 (city council's discussions and deliberations on matters coming before the council must occur at a duly noticed city council meeting and the circulation of position statements must not be used to circumvent the requirements of the statute); AGO 08-07 (city commissioner may post comment regarding city business on blog or message board; however, any subsequent postings by other commissioners on the subject of the initial posting could be construed as a response subject to the Sunshine Law); and Inf. Op. to Jove, January 22, 2009 (posting of anticipated vote on blog).

6. Fact-finding or inspection trips

The Sunshine Law does not prohibit *advisory* boards from conducting inspection trips provided that the board members do not discuss matters which may come before the board for official action. *See Bigelow v. Howze,* 291 So. 2d 645 (Fla. 2d DCA 1974); and AGO 02-24 (two or more members of an advisory group created by a city code to make recommendations to the city council or planning commission on proposed development may conduct vegetation surveys without subjecting themselves to the requirements of the Sunshine Law, provided that they do not discuss among themselves any recommendations or comments the committee may make).

The "fact-finding exception" to the Sunshine Law, however, does not apply to a board with "ultimate decision-making authority." *See Finch v. Seminole County School Board,* 995 So. 2d 1068 (Fla. 5th DCA 2008), holding that a district school board, as the ultimate decision-making body, violated the Sunshine Law when the board, together with school officials and members of the media, took a bus tour of neighborhoods affected by the board's proposed rezoning even though board members were separated from each other on the bus, did not express any opinions or their preference for any of the rezoning plans, and did not vote during the trip. *See also Citizens for Sunshine, Inc. v. School Board of Martin County,* 125 So. 3d 184 (Fla. 4th DCA 2013) (three school board members violated the Sunshine Law when they visited an adult education school and talked with a school administrator, teachers, and students, because the "undisputed evidence showed that the defendant board members, without providing notice, conducted a meeting at the adult education school relating to matters on which foreseeable action would have been taken."). *Cf. Citizens for Sunshine v. City of Sarasota*, No. 2013 CA 007532 (Fla. 12th Cir. Ct. July 8, 2016), *aff'd sub nom. Citizens for Sunshine, Inc. v. Chapman,* 225 So. 3d 810 (Fla. 2d DCA 2017), available online in the Cases database at the open government site at myfloridalegal.com, in which the trial judge held that a city commissioner did not violate the Sunshine Law when she spoke about city commission issues at a private event organized by local merchants even though another commissioner was in the audience.

7. Informal discussions, workshops, organizational sessions, election of officers

The Sunshine Law extends to the discussions and deliberations as well as the formal action taken by a public board or commission. There is no requirement that a quorum be present or that an item be listed on a board agenda in order for a meeting of members of a public board or commission to be subject to s. 286.011, F.S. As the Florida Supreme Court said, "collective inquiry and discussion stages" are embraced within the terms of the statute. *Town of Palm Beach v. Gradison,* 296 So. 2d 474, 477 (Fla. 1974).

Accordingly, the law is applicable to any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission. *Sarasota Citizens for Responsible Government v. City of Sarasota,* 48 So. 3d 755, 764 (Fla. 2010). *And see City of Miami Beach v. Berns,* 245 So. 2d 38 (Fla. 1971); and *Board of Public Instruction of Broward County v. Doran,* 224 So. 2d 693 (Fla. 1969). "Under Florida law, there is no such thing as an 'informal' conference or 'unofficial' caucus or pass-you-in-the hallway information gathering (or sharing) by two or more government officials subject to the Sunshine Law which would thereby remove such communication from the Sunshine Law's ambit. Indeed, such 'innocuous' meetings have been held to be illegal and nothing short of the unlawful crystallization of secret decisions to a point just short of public discussion and ceremonial acceptance." *Parris v. State,* 359 So. 3d 1178 (Fla. 4th DCA 2023) (Ciklin, J., concurring specially).

It is the how and the why officials decided to so act which interests the public, not merely the final decision. As the court recognized in *Times Publishing Company v. Williams,* 222 So. 2d 470, 473 (Fla. 2d DCA 1969), *disapproved in part on other grounds, Neu v. Miami Herald Publishing Company,* 462 So. 2d 821 (Fla. 1985):

> Every thought, as well as every affirmative act, of a public official as it relates to and is within the scope of his official duties, is a matter of public concern; and it is the entire decision-making process that the legislature intended to affect by the enactment of the statute before us.

Thus, two members of a civil service board violated the Sunshine Law when they held a private discussion about a pending employment appeal during a recess of a board meeting. *Citizens for Sunshine, Inc. v. City of Sarasota,* No. 2010CA4387NC (Fla. 12th Cir. Ct. February 27, 2012), available online in the Cases database at the open government site at myfloridalegal.com. Similarly, the Attorney General's Office advised that the following gatherings are subject to the Sunshine Law: a public forum hosted by a city council member with city council members

invited to attend and participate in the discussion, Inf. to Jove, January 12, 2009; "executive work sessions" held by a board of commissioners of a housing authority to discuss policy matters, AGO 76-102; "workshop meetings" of a planning and zoning commission, AGO 74-94; and "conference sessions" held by a town council before its regular meetings, AGO 74-62. *Cf.* AGO 04-58 ("coincidental unscheduled meeting of two or more county commissioners to discuss emergency issues with staff" during a declared state of emergency is not subject to s. 286.011 if the issues do not require action by the county commission).

The Sunshine Law applies to an organizational session of a board. *Ruff v. School Board of Collier County,* 426 So. 2d 1015 (Fla. 2d DCA 1983). Discussions between two members of a three-member complaint review board regarding their selection of a third member are subject to s. 286.011, F.S. AGO 93-79. Additionally, the Sunshine Law is applicable to meetings held to elect officers of the board. AGOs 72-326 and 71-32 (boards may not use secret ballots to elect officers).

The Sunshine Law is, therefore, applicable to all functions of covered boards and commissions, whether formal or informal, which relate to the affairs and duties of the board or commission. "[T]he Sunshine Law does not provide that cases be treated differently based upon their level of public importance." *Monroe County v. Pigeon Key Historical Park,* Inc., 647 So. 2d 857, 868 (Fla. 3d DCA 1994). *See, e.g.,* Inf. Op. to Nelson, May 19, 1980 (meeting with congressman and city council members to discuss "federal budgetary matters which vitally concern their communities" should be held in the sunshine because "it appears extremely likely that discussion of public business by the council members [and perhaps decision making] will take place at the meeting").

8. Investigative meetings

The Sunshine Law is applicable to investigative inquiries of public boards or commissions. The fact that a meeting concerns alleged violations of laws or regulations does not remove it from the scope of the law. AGO 74-84; and *Canney v. Board of Public Instruction of Alachua County,* 278 So. 2d 260 (Fla. 1973).

A number of statutory exemptions to the Sunshine Law have been enacted to close meetings of some agencies (usually state agencies) when those agencies are making investigatory determinations. For example, s. 112.324(2)(c)(d) and (e), F.S., provides that any proceeding related to a complaint, referral, or preliminary investigation conducted by the Commission on Ethics or other specified entities is exempt from open meetings requirements until the complaint is dismissed as legally insufficient, the alleged violator requests in writing that the proceedings be made public, the Commission on Ethics determines that it will not investigate a referral, or until the Commission or other specified entity determines whether probable cause exists to believe that a violation has occurred. *Compare* ss. 455.225(4) and 456.073(4), F.S. (meetings of probable cause panels of the Department of Business and Professional Regulation and Department of Health exempt from Sunshine Law until 10 days after probable cause is found to exist or until confidentiality is waived by subject of investigation).

9. Litigation meetings

In the absence of a legislative exemption, discussions between a public board and its attorney are subject to s. 286.011, F.S. *Neu v. Miami Herald Publishing Company,* 462 So. 2d 821 (Fla. 1985) (s. 90.502, F.S., providing for the confidentiality of attorney-client communications under the Florida Evidence Code, does not create an exemption for attorney-client communications at public meetings; application of the Sunshine Law to such discussions does not usurp Supreme Court's constitutional authority to regulate the practice of law, nor is it at odds with Florida Bar rules providing for attorney-client confidentiality).

However, a discussion or activity that is not a meeting for purposes of the Sunshine Law shall not be construed to waive the attorney-client privilege established in s. 90.502, F.S. Section

90.502(6), F.S. *See Collier County Public Schools v. Mason Classical Academy, Inc.*, 342 So. 3d 753 (Fla. 2d DCA 2022), in which the court observed that s. 90.502(6), F.S., permits school district employees to claim the attorney-client privilege if they can establish that their conversations with counsel were protected by the privilege.

There are statutory exemptions, however, which apply to some discussions of pending litigation between a public board and its attorney.

a. Settlement negotiations or strategy sessions related to litigation expenditures

Section 286.011(8), F.S., provides:

Notwithstanding the provisions of subsection (1), any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, *provided* that the following conditions are met:

(a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation.

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

(d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.

(e) The transcript shall be made part of the public record upon conclusion of the litigation. (e.s.)

(1) Strict compliance with statutory conditions

It has been held that the Legislature intended a strict construction of s. 286.011(8), F.S. *City of Dunnellon v. Aran,* 662 So. 2d 1026 (Fla. 5th DCA 1995). "The clear requirements of the statute are neither onerous nor difficult to satisfy." *Id.* at 1027. *Accord School Board of Duval County v. Florida Publishing Company,* 670 So. 2d 99 (Fla. 1st DCA 1996).

While section 286.011(8), F.S., does not specify who calls the closed attorney-client meeting, it requires that the governmental entity's attorney "shall advise the entity at a public meeting that he or she desires advice concerning the litigation." Thus, the exemption merely provides a governmental entity's attorney an opportunity to receive necessary direction and information from the governmental entity regarding pending litigation. AGO 04-35. Accordingly, one of the conditions that must be met prior to holding a closed attorney-client meeting is that the city attorney must indicate to the city council at a public meeting that he or she wishes the advice of the city council regarding the pending litigation to which the city is presently a party before a court or administrative agency. Inf. Op. to Vock, July 11, 2001. "If the city attorney does not advise the city council at a public meeting that he or she desires the council's advice regarding the

litigation, the city council is not precluded from providing such advice to the city attorney but it must do so at a public meeting." *Id.*

The requirement that the board's attorney advise the board at a public meeting that he or she desires advice concerning litigation is not satisfied by a previously published notice of the closed session; such an announcement must be made at a public meeting of the board. AGO 04-35. The request may be made during a special meeting provided that the special meeting at which the request is made is open to the public, reasonable notice has been given, and minutes are taken. AGO 07-31.

In *City of Dunnellon v. Aran, supra,* the court said that a city council's failure to announce the names of the lawyers participating in a closed attorney-client session violated the Sunshine Law. The court rejected the city's claim that when the mayor announced that attorneys hired by the city would attend the session (but did not give the names of the individuals), his "substantial compliance" was sufficient to satisfy the statute. *Cf. Zorc v. City of Vero Beach,* 722 So. 2d at 901, noting that deviation from the agenda at an attorney-client session is not authorized; while such deviation is permissible if a *public* meeting has been properly noticed, "there is no case law affording the same latitude to deviations in closed door meetings."

(2) Permitted discussions during closed session

Section 286.011(8)(b), F.S., states that the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. If a board goes beyond the "strict parameters of settlement negotiations and strategy sessions related to litigation expenditures" and takes "decisive action," a violation of the Sunshine Law results. *Zorc v. City of Vero Beach,* 722 So. 2d at 900. *And see* AGO 99-37 (closed-meeting exemption may be used only when the attorney for a governmental entity seeks advice on settlement negotiations or strategy relating to litigation expenditures; such meetings should not be used to finalize action or discuss matters outside these two narrowly prescribed areas). *Accord* AGO 04-35.

Section 286.011(8), F.S., "simply provides a governmental entity's attorney an opportunity to receive necessary direction and information from the government entity. No final decisions on litigation matters can be voted on during these private, attorney-client strategy meetings. The decision to settle a case, for a certain amount of money, under certain conditions is a decision which must be voted upon in a public meeting." *School Board of Duval County v. Florida Publishing Company,* 670 So. 2d 99, 100 (Fla. 1st DCA 1996), quoting Staff of Fla. H.R. Comm. on Gov't Operations, CS/HB 491 (1993) Final Bill Analysis & Economic Impact Statement 2 (Fla. State Archives), at 3.

Thus, "[t]he settlement of a case is exactly that type of final decision contemplated by the drafters of section 286.011(8) which must be voted upon in the sunshine." *Zorc v. City of Vero Beach,* 722 So. 2d at 901. *Accord* AGO 08-17 (any action to approve a settlement or litigation expenditures must be voted on in a public meeting).

Accordingly, a court found that a city did not comply with s. 286.011(8), F.S., when it held closed meetings that "covered a wide range of political and policy issues not connected to" settlement of pending litigation regarding a comprehensive plan amendment or litigation expenses relating to the pending cases which at that point were on appeal. "While some of the discussion at these meetings did in fact involve the costs associated with the pending litigation, by and large the meetings pertained to finding a way to readopt the comprehensive plan amendment that had been invalidated by the court and to avoid future litigation regarding the readopted amendment." *Anderson v. City of St. Pete Beach,* 161 So. 3d 548, 553 (Fla. 2d DCA 2014).

Similarly, a city council violated the Sunshine Law where the "great majority" of the discussion at an attorney-client session concerned the specifics of a proposed amendment to the city's trespass ordinance which was designed to address concerns expressed in a federal court

decision finding the ordinance to be unconstitutional. *City of St. Petersburg v. Wright*, 241 So. 3d 903 (Fla. 2d DCA 2018). The participants at the closed meeting "did not limit themselves to discussing settlement or litigation expenditures" in the federal litigation. *Id. See also Freeman v. Times Publishing Company,* 696 So. 2d 427 (Fla. 2d DCA 1997) (discussion of methods or options to achieve continuing compliance with a long-standing federal desegregation mandate [such as whether to modify the boundaries of a school zone to achieve racial balance] must be held in the sunshine). *Compare Bruckner v. City of Dania Beach,* 823 So. 2d 167, 172 (Fla. 4th DCA 2002) (closed city commission meeting to discuss various options to settle a lawsuit involving a challenge to a city resolution, including modification of the resolution, authorized because the commission "neither voted, took official action to amend the resolution, nor did it formally decide to settle the litigation").

(3) Entity involved in *pending* litigation

Section 286.011(8) permits an entity to use the exemption if the entity "is presently a party before a court or administrative agency . . . ." For example, a city council and its attorney may hold a closed-door meeting pursuant to this statute to discuss settlement negotiations or strategy related to litigation expenditures for pending litigation involving a workers' compensation suit against the city because the system prescribed in ch. 440, F.S., "operates as a means of adjudicating workers' compensation claims and would be considered litigation before an administrative agency." AGO 96-75.

In *Brown v. City of Lauderhill,* 654 So. 2d 302 (Fla. 4th DCA 1995), the court said it could "discern no rational basis for concluding that a city is not a 'party' to pending litigation in which it is the real party in interest." *And see Zorc v. City of Vero Beach,* 722 So. 2d at 900 (city was presently a party to ongoing litigation by virtue of its already pending claims in bankruptcy proceedings); and AGOs 09-15 (exemption applicable when city is real party in interest of a pending lawsuit despite not being a named party at the time of the meeting), and 08-17 (health care district may hold a closed attorney-client meeting to discuss settlement negotiations and strategies related to litigation expenditures for pending litigation in which its wholly-owned subsidiary holding company is the named party).

Although the *Brown* decision established that the exemption could be used by a city that was a real party in interest on a claim involved in *pending* litigation, that decision does not mean that an agency may meet in executive session with its attorney where there is only the *threat* of litigation. *See* AGOs 04-35 and 98-21 (s. 286.011[8] exemption "does not apply when no lawsuit has been filed even though the parties involved believe litigation is inevitable").

Similarly, s. 286.011(8), F.S. "may not be used to conduct a closed meeting during a mandatory arbitration proceeding, when there is no pending legal proceeding in a court or before an administrative agency." AGO 13-17. *And see* AGOs 06-03 (exemption not applicable to pre-litigation mediation proceedings), 09-14 (exemption not applicable to discussion of terms of mediation in conflict resolution proceedings under the "Florida Governmental Conflict Resolution Act," ss. 164.101-164.1061, F.S.), and 09-25 (town council which received pre-suit notice letter under the Bert J. Harris Act, s. 70.001, F.S., is not a party to pending litigation for purposes of s. 286.011[8], F.S).; and Inf. Op. to Barrett, February 17, 2016 (board not authorized to use exemption to discuss pending investigation and subpoena where there is no ongoing judicial or administrative proceeding).

(4) Persons authorized to attend closed session

Only those persons listed in the statutory exemption, *i.e.*, the entity, the entity's attorney, the chief administrative officer of the entity, and the court reporter are authorized to attend a closed attorney-client session. Thus, other staff members, consultants, or officials are not allowed to be present. *School Board of Duval County v. Florida Publishing Company,* 670 So. 2d at 101. *See Zorc v. City of Vero Beach*, 722 So. 2d 891, 898 (Fla. 4th DCA 1998), *review denied,* 735 So.

2d 1284 (Fla. 1999) (city charter provision requiring that city clerk attend all council meetings does not authorize clerk to attend closed attorney-client session; municipality may not authorize what the Legislature has expressly forbidden); AGO 01-10 (clerk of court not authorized to attend); and AGO 09-52 (attorneys representing superintendent not authorized to attend closed session to discuss settlement of administrative action in which school board is the named party). *Cf.* AGO 95-06 (s. 286.011(8), F.S., does not authorize the temporary adjournment and reconvening of meetings in order for members who are attending such a session to leave the room and consult with others outside the meeting).

Since the entity's attorney is permitted to attend the closed session, if the school board hires outside counsel to represent it in pending litigation, both the school board attorney and the litigation attorney may attend a closed session. AGO 98-06. *See Zorc v. City of Vero Beach,* 722 So. 2d at 898 (attendance of special counsel authorized). *And see* AGO 08-42 (qualified interpreters for the deaf are treated by the Americans with Disabilities Act as auxiliary aids in the nature of hearing aids and other assistive devices and may attend litigation strategy meetings of a board or commission to interpret for a deaf board member without violating section 286.011(8), F.S). *Cf.* AGO 15-13 (mayor who is a voting member of the city council is not precluded from attending closed session relating to pending litigation in which city council is a party, even though plaintiffs have also sued the mayor in his individual capacity).

(5) Determination of "conclusion" of the litigation

Section 286.011(8)(e), F.S., provides that transcripts of closed meetings "shall be made part of the public record upon conclusion of the litigation." *See* AGO 15-03 (transcript of a litigation strategy session which was closed to the public while the litigation was ongoing became a public record once the litigation was concluded). *Cf. Everglades Law Center, Inc. v. South Florida Water Management District,* 290 So. 3d 123 (Fla. 4th DCA 2019), noting that the mediation communications disclosed by a governmental agency during a closed session must be redacted from the transcript of the meeting when it becomes public record; the exemptions from disclosure for mediation communications in ss. 44.102(1) and 44.405(1), F.S., are not inconsistent with the requirements of s. 286.011(8)(e), F.S.

The statute does not recognize a continuation of the exemption for "derivative claims" made in separate, subsequent litigation. AGO 13-13. For example, a transcript of a closed meeting to discuss settlement of a quiet title lawsuit became a public record upon the entry of a final judgment in that case, even though the same parties were now embroiled in an inverse condemnation lawsuit. *Chmielewski v. City of St. Pete Beach,* 161 So. 3d 521 (Fla. 2d DCA 2014). Similarly, a claim for payment of attorney's fees does not extend the application of the exemption after a final judgment has been entered and a mandate issued. Inf. Op. to Boutsis, December 13, 2012.

Accordingly, a dismissal with prejudice pursuant to a settlement agreement that confers continuing jurisdiction on the court to enforce the terms of the settlement agreement operates as a conclusion of the litigation. AGO 15-03. By contrast, litigation that is ongoing but temporarily suspended pursuant to a stipulation for settlement has not been concluded for purposes of s. 286.011(8), F.S., and a transcript of meetings held between the city and its attorney to discuss such litigation may be kept confidential until conclusion of the litigation. AGO 94-64. *And see* AGO 94-33 (public agency may maintain the confidentiality of a record of a strategy or settlement meeting between a public agency and its attorney until the suit is dismissed with prejudice or the applicable statute of limitations has run); and Inf. Op. to Boutsis, *supra* (legislative history of s. 286.011[8], F.S., indicates "that the Legislature intended the exemption to continue through the appeals segment of the litigation"). *Cf. Wagner v. Orange County,* 960 So. 2d 785 (Fla. 5th DCA 2007), concluding that the phrase "conclusion of the litigation or adversarial administrative proceedings" for purposes of the attorney work product exemption from the public records law found in s. 119.071(1)(d), F.S., encompasses postjudgment collection efforts such as a legislative claims bill.

In AGO 13-21, the Attorney General's Office observed that s. 286.011(8)(e), F.S., "should be seen as a tool which governmental boards or commissions may employ in their discretion but the statute should not be read as a prohibition against the release of such records prior to the conclusion of . . . litigation." Therefore, a city council, as the collegial body to which the exemption applies, may waive the exemption and release transcripts of meetings held pursuant to s. 286.011(8), F.S., prior to the conclusion of litigation. *Id.*

b. Risk management exemption

Section 768.28(16)(c), F.S., states that portions of meetings and proceedings relating solely to the evaluation of claims or to offers of compromise of claims filed with a risk management program of the state, its agencies and subdivisions, are exempt from s. 286.011, F.S. The minutes of such meetings and proceedings are also exempt from public disclosure until the termination of the litigation and settlement of all claims arising out of the same incident. Section 768.28(16)(d), F.S.

This exemption is limited and applies only to tort claims for which the agency may be liable under s. 768.28, F.S. AGO 04-35. The exemption is not applicable to meetings held prior to the filing of a tort claim with the risk management program. AGO 92-82. Moreover, a meeting of a city's risk management committee is exempt from the Sunshine Law only when the meeting relates solely to the evaluation of a tort claim filed with the risk management program or relates solely to an offer of compromise of a tort claim filed with the risk management program. AGO 04-35.

Unlike s. 286.011(8), F.S., s. 768.28(16), F.S., does not specify the personnel who are authorized to attend the meeting. *See* AG0 00-20, advising that personnel of the school district who are involved in the risk management aspect of the tort claim being litigated or settled may attend such meetings without jeopardizing the confidentiality provisions of the statute.

10. Personnel matters

In the absence of a specific statutory exemption, meetings of a public board or commission to discuss personnel matters are subject to the Sunshine Law. *Times Publishing Company v. Williams,* 222 So. 2d 470 (Fla. 2d DCA 1969), *disapproved in part on other grounds, Neu v. Miami Herald Publishing Company,* 462 So. 2d 821 (Fla. 1985).

a. Collective bargaining discussions

(1) Strategy sessions

A limited exemption from s. 286.011, F.S., exists for discussions between the chief executive officer of the public employer, or his or her representative, and the legislative body of the public employer relative to collective bargaining. Section 447.605(1), F.S. A similar exemption is contained in s. 110.201(4), F.S., for discussions between the Department of Management Services and the Governor, between the department and the Administration Commission or agency heads, or between any of their respective representatives, relative to collective bargaining.

A duly-appointed labor negotiating committee of a city that does not have a city manager or city administrator qualifies as the "chief executive officer" for purposes of s. 447.605(1), F.S., and may use the exemption when meeting with the city council to discuss collective bargaining. AGO 85-99. *And see* AGO 99-27, concluding that a committee formed by the city manager to represent the city in labor negotiations may participate in closed executive sessions conducted pursuant to s. 447.605(1), F.S. The exemption also extends to meetings of the negotiating committee itself which are held to discuss labor negotiation strategies, including when the committee adjourns during negotiations to hold a caucus among its members to determine the strategy to be employed in ongoing negotiations. *Id.*

If a school superintendent's responsibility to conduct collective bargaining on behalf of

the school board has been completely delegated to a separate labor negotiating committee and the superintendent does not participate in the collective bargaining negotiations, the exemption afforded by s. 447.605(1), F.S., applies to discussions between the committee and the school board only and does not encompass discussions among the committee, school board and superintendent. AGO 98-06.

The exemption afforded by s. 447.605(1), F.S., applies only in the context of actual and impending collective bargaining negotiations. AGO 85-99. It does not allow private discussions of a proposed "mini-PERC ordinance" or the stance a public body intends to adopt in regard to unionization and/or collective bargaining. AGO 75-48. Moreover, a public body may not conduct an entire meeting outside the Sunshine Law merely by discussing one topic during the course of that meeting which may be statutorily exempt from s. 286.011, F.S. AGO 85-99.

Section 447.605(1), F.S., does not directly address the dissemination of information that may be obtained at the closed meeting, but there is clear legislative intent that matters discussed during such meetings are not to be open to public disclosure. AGO 03-09.

(2) Negotiations

The collective bargaining negotiations between the chief executive officer and a bargaining agent are not exempt and pursuant to s. 447.605(2), F.S., must be conducted in the sunshine. Once the collective bargaining process begins, when one side or its representative, whether before or after the declaration of an impasse, meets with the other side or its representative to discuss anything relevant to the terms and conditions of the employer-employee relationship, the meeting is subject to the Sunshine Law. *City of Fort Myers v. News-Press Publishing Company, Inc.,* 514 So. 2d 408, 412 (Fla. 2d DCA 1987). *Accord Brown v. Denton,* 152 So. 3d 8 (Fla. 1st DCA 2014), *review denied,* No. SC 16-2490 (Fla. February 24, 2016). *See also* AGO 99-27. As with other meetings subject to s. 286.011, F.S., minutes of the negotiation meeting must be kept. Inf. Op. to Fulwider, June 14, 1993.

The Legislature has, therefore, divided Sunshine Law policy on collective bargaining for public employees into two parts: when the public employer is meeting with its own side, it is exempt from the Sunshine Law; when the public employer is meeting with the other side, it is required to comply with the Sunshine Law. *City of Fort Myers v. News-Press Publishing Company, Inc.,* 514 So. 2d at 412. *And see Brown v. Denton,* 152 So. 3d at 12 (By holding closed-door negotiations that resulted in changes to public employee pension benefits, "the [city and pension board] ignored an important party who also had the right to be in the room -- the public."). *Cf. Palm Beach County Classroom Teachers' Association v. School Board of Palm Beach County,* 411 So. 2d 1375, 1376 (Fla. 4th DCA 1982) (collective bargaining agreement cannot be used "to circumvent the requirements of public meetings" in s. 286.011, F.S.).

b. Disciplinary, grievance, and complaint review proceedings

Meetings of a board or commission to conduct disciplinary proceedings are subject to the Sunshine Law. *See, e.g.,* AGO 92-65 (employee termination hearing conducted by housing authority commission). *And see News-Press Publishing Company v. Wisher,* 345 So. 2d 646, 647-648 (Fla. 1977), in which the Court disapproved of a county's use of "pseudonyms or cloaked references" during a county commission meeting held to reprimand an unnamed department head.

Thus, two members of a civil service board violated the Sunshine Law when they held a private discussion about a pending employment appeal during a recess of a board meeting. *Citizens for Sunshine, Inc. v. City of Sarasota,* No. 2010CA4387NC (Fla. 12th Cir. Ct. February 27, 2012), available online in the Cases database at the open government site at myfloridalegal.com. *And see Barfield v. City of West Palm Beach,* No. CL94-2141-AC (Fla. 15th Cir. Ct. May 6, 1994) , available online in the Cases database at the open government site at myfloridalegal.com. (complaint review board of a city police department is subject to the Sunshine Law); AGO 80-27 (sheriff civil service board created by special act is subject to the Sunshine Law). *Cf.* AGO 93-79

(discussions between two members of a three-member complaint review board regarding their selection of the third member of the board must be conducted in accordance with s. 286.011, F.S.).

Similarly, in *Dascott v. Palm Beach County,* 877 So. 2d 8 (Fla. 4th DCA 2004), the court held that a meeting of a pre-termination conference panel established pursuant to county ordinance and composed of a department head, personnel director, and equal opportunity director should have been held in the Sunshine. Even though the county administrator had the sole authority to discipline employees, that authority had been delegated to the department head who in turn chose to share that authority with the other members of the panel. *See also* AGO 10-14 (team created by charter school board of directors to review employment decisions is subject to the Sunshine Law). *Cf.* AGO 77-132 (personnel council composed of citizens appointed by members of county commission to hear appeals from county employees who have been disciplined not authorized to deliberate in secret).

A grievance committee established as "the final hearing body for all matters determined to be grievances and [authorized] to uphold, modify, or deny any grievance" is subject to the Sunshine Law "because the [committee] clearly exercises decision-making authority." *Dascott v. Palm Beach County, supra* at 13. *And see* AGO 84-70 (Sunshine Law applies to staff grievance committee created to make a determination of "all facts and circumstances" and nonbinding recommendations to a county administrator regarding disposition of employee grievances). *Cf. Palm Beach County Classroom Teacher's Association v. School Board of Palm Beach County,* 411 So. 2d 1375 (Fla. 4th DCA 1982), in which the court affirmed the lower tribunal's refusal to issue a temporary injunction to exclude a newspaper reporter from a grievance arbitration hearing. A collective bargaining agreement cannot be used "to circumvent the requirements of public meetings" in s. 286.011, F.S. *Id.* at 1376.

By contrast, in *Jordan v. Jenne,* 938 So. 2d 526, 530 (Fla. 4th DCA 2006), the court determined that the Sunshine Law did not apply to a professional standards committee responsible for reviewing charges against a sheriff's deputy and making recommendations to the inspector general, because the inspector general made the "ultimate decision" on discipline and did not deliberate with the committee. *See also McDougall v. Culver,* 3 So. 3d 391 (Fla. 2d DCA 2009) (Internal Affairs memorandum containing findings and recommendations circulated to senior officials for review and comment before submission to the sheriff for a decision on disciplinary action did not constitute a meeting under the Sunshine Law since officials only provided a recommendation but did not deliberate with the sheriff or have decision-making authority).

Similarly, if the mayor as chief executive officer, rather than the city council, is responsible under the city charter for disciplining city employees, meetings between the mayor and a city employee concerning discipline of the employee are not subject to the Sunshine Law. *City of Sunrise v. News and Sun-Sentinel Company,* 542 So. 2d 1354 (Fla. 4th DCA 1989). *And see* AGO 07-54 (while post-termination hearings before city manager are not subject to the Sunshine Law, hearings before a three-member panel appointed by the city manager should be open).

c. Evaluations

The Sunshine Law applies to meetings of a board of county commissioners when interviewing applicants for county positions appointed by the board, when conducting job evaluations of county employees answering to and serving at the pleasure of the board, and when conducting employment termination interviews of county employees who serve at the pleasure of the board. AGO 89-37.

A board that is responsible for assessing the performance of its chief executive officer (CEO) should conduct the review and appraisal process in a proceeding open to the public as prescribed by s. 286.011, F.S., instead of using a review procedure in which individual board members evaluate the CEO's performance and send their individual written comments to the

board chair for compilation and subsequent discussion with the CEO. AGO 93-90. However, meetings of individual school board members with the superintendent to discuss the individual board members' evaluations do not violate the Sunshine Law when such evaluations do not become the board's evaluation until they are compiled and discussed at a public meeting by the school board for adoption by the board. AGO 97-23.

d. Selection and screening committees

The Sunshine Law applies to advisory committees created by an agency to assist in the selection process. In *Wood v. Marston,* 442 So. 2d 934 (Fla. 1983), a committee created to screen applications and make recommendations for the position of a law school dean was held to be subject to s. 286.011, F.S. By screening applicants and deciding which applicants to reject from further consideration, the committee performed a policy-based, decision-making function delegated to it by the president of the university. *See also Krause v. Reno,* 366 So. 2d 1244 (Fla. 3d DCA 1979) (Sunshine Law governs advisory group created by city manager to assist in screening applications and to recommend several applicants for the position of chief of police), and AGO 77-43 (Sunshine Law applies to committee selected by a county bar association on behalf of the school board to screen applicants and make recommendations for the position of school board attorney).

Accordingly, the Sunshine Law applies to a state university presidential search and selection committee. AGO 23-04. Moreover, the Sunshine Law does not permit committee members to use a search firm to survey individual committee members and anonymously rank candidates to affect which candidates the committee will consider at a future meeting. *Id.* While s. 1004.098(2)(a), F.S., provides an exemption for portions of certain meetings of the search committee, this exemption applies only when the committee complies with the criteria of the exemption, such as recording the entire portion of the exempt meeting. *Id.*

However, if the sole function of the screening committee is simply to gather information for the decision-maker, rather than to accept or reject applicants, the committee's activities are outside the Sunshine Law. *See Cape Publications, Inc. v. City of Palm Bay,* 473 So. 2d 222 (Fla. 5th DCA 1985), holding that the Sunshine Law was not violated when the city manager, who was responsible for selecting the new police chief, asked several people to sit in on the interviews, as the only function of this group was to assist the city manager in acquiring information on the applicants he had chosen by asking questions during the interviews and then discussing the qualifications of each candidate with the city manager after the interview. *And see Knox v. District School Board of Brevard,* 821 So. 2d 311, 314 (Fla. 5th DCA 2002), holding that an interview team composed of staff was not subject to s. 286.011, F.S., even though the team made recommendations since "all the applications went to the superintendent and he decided which applicants to interview and nominate to the school board."

11. Purchasing meetings

a. Application of Sunshine Law

A committee appointed by a public college's purchasing director to consider proposals submitted by contractors was held to be subject to the Sunshine Law because its function was to "weed through the various proposals, to determine which were acceptable and to rank them accordingly." *Silver Express Company v. District Board of Lower Tribunal Trustees,* 691 So. 2d 1099, 1100 (Fla. 3d DCA 1997). *Accord* Inf. Op. to Lewis, March 15, 1999 (panels established by state agency to create requests for proposals and evaluate vendor responses are subject to the Sunshine Law), and AGO 80-51 (Sunshine Law applicable to city selection committee screening proposals from consultants and audit firms). *And see Leach-Wells v. City of Bradenton,* 734 So. 2d 1168, 1171 (Fla. 2d DCA 1999) (selection committee created by city council to evaluate proposals violated the Sunshine Law when the city clerk unilaterally ranked the proposals based on the committee members' individual written evaluations; the court held that "the short-listing

was formal action that was required to be taken at a public meeting"); and *Schweickert v. Citrus County Port Authority,* No. 12-CA-1339 (Fla. 5th Cir. Ct. September 30, 2013), , available online in the Cases database at the open government site at myfloridalegal.com (ad hoc committee appointed by board violated the Sunshine Law when the members submitted individual written evaluations of the proposals to the staff, which then compiled the scores and ranked the proposals for submission to the board; the committee should have ranked the proposals at a public meeting). *Compare Carlson v. Florida Department of Revenue*, 227 So. 3d 1261 (Fla. 1st DCA 2017) (state agency "Evaluation Team" members who individually evaluated the competitors' proposals, individually assigned scores, and individually submitted their scores for consideration by the "Negotiation Team" were not required to conduct a public meeting to perform these functions because "the Evaluation Team [or more accurately, its individual members] neither ranked the competitors nor excluded any from consideration of the ultimate decider, the Negotiation Team").

In *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1,* 652 So. 2d 1169, 1170 (Fla. 4th DCA 1995), the court ruled that a board's selection and negotiation committee violated the Sunshine Law when competing bidders were requested to excuse themselves from the public committee meeting during presentations by competitors. *Cf. Pinellas County School Board v. Suncam, Inc.,* 829 So. 2d 989 (Fla. 2d DCA 2002) (school board violated the Sunshine Law when it refused to permit videotaping of a public meeting held to evaluate general contractor construction proposals). *See now* s. 286.0113(2)(b), F.S., discussed below, providing an exemption from the Sunshine Law for protions of certain competitive solicitation meetings and requiring a complete recording of the exempt portions.

b. Recording requirement for exempt meetings

Section 286.0113(2)(b)1. and 2., F.S., provide that any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation, is exempt from the Sunshine Law. In addition, any portion of a team meeting at which negotiation strategies are discussed is also exempt. *See Carlson v. Florida Department of Revenue*, 227 So. 3d 1261 (Fla. 1st DCA 2017), in which the court rejected the agency's argument that the exemption applies to the *entirety* of any meeting at which negotiation strategies are discussed, even those portions that have nothing to do with procurement. However, the court also said that "the exempted 'portion' includes not only the negotiation-strategies discussions themselves, but also meeting activities inextricably intertwined with those discussions." *Id.* at 1269. *Cf.* s. 255.0518, F.S. (sealed bids received pursuant to a competitive solicitation for construction or repairs of a public building or public work must be opened at a public meeting conducted in compliance with the Sunshine Law).

The term "[c]ompetitive solicitation" means "the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement." Section 286.0113(2)(a)1., F.S.

The term "team" means a group of members established by an agency for the purpose of conducting negotiations as part of a competitive solicitation. Section 286.0113(2)(a)2., F.S.

A complete recording must be made of the exempt meeting; no portion of the exempt meeting may be held off the record. Section 286.0113(2)(c), F.S. *Cf.* AGO 10-42 (where statute required that closed proceedings of state committee be recorded and that no portion be off the record, audio recording of the proceedings "would appear to be the most expedient and cost-efficient manner to ensure that all discussion is recorded").

The recording and any records presented at the exempt meeting are exempt from public disclosure until the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier. Section 286.0113(2)(c)1. and 2., F.S. *And see* s. 286.0113(2)(c)3., F.S. (exempt status of recording if the agency rejects all bids,

proposals, or replies, and concurrently provides notice of its intent to reissue a competitive solicitation).

12. Quasi-judicial matters, proceedings or hearings

The Sunshine Law does not authorize boards to conduct closed-door hearings or deliberations simply because the board is acting in a "quasi-judicial" capacity. *Canney v. Board of Public Instruction of Alachua County,* 278 So. 2d 260 (Fla. 1973). *And see Occidental Chemical Company v. Mayo,* 351 So. 2d 336, 340n.7 (Fla. 1977), *disapproved in part on other grounds, Citizens v. Beard,* 613 So. 2d 403 (Fla. 1992) (characterization of the Public Service Commission's decision-making process as "quasi-judicial" did not exempt it from s. 286.011, F.S.); and *Palm Beach County Classroom Teacher's Association v. School Board of Palm Beach County,* 411 So. 2d 1375 (Fla. 4th DCA 1982), affirming the lower court's refusal to issue a temporary injunction to exclude a newspaper reporter from a grievance hearing.

Thus, in the absence of statutory exemption, "[t]he fact that a board or commission is acting in a quasi-judicial capacity does not remove it from the reach of section 286.011, Florida Statutes." AGO 10-04. *And see* AGOs 92-65, 83-43 and 77-132. *Cf.* AGO 10-15 (special magistrate subject to the Sunshine Law when exercising the delegated decision-making authority of the value adjustment board).

13. Real property negotiations

In the absence of a statutory exemption, the negotiations by a public board or commission for the sale or purchase of property must be conducted in the sunshine. *See City of Miami Beach v. Berns,* 245 So. 2d 38, 40 (Fla. 1971) (city commission not authorized to hold closed sessions to discuss condemnation issues). In addition, if the authority of the public board or commission to acquire or lease property has been delegated to a single member, that member is subject to s. 286.011, F.S., and is prohibited from negotiating the acquisition or lease of the property in secret. AGO 74-294. *Cf.* AGO 95-06 (statutory exemption from Ch. 119, F.S., for certain records relating to the proposed purchase of real property does not authorize a city or its designee to conduct negotiations for purchase of property outside the Sunshine Law).

Advisory committees charged with land acquisition responsibilities are also subject to the Sunshine Law. *See* AGOs 87-42 (ad hoc committee appointed by mayor to meet with the Chamber of Commerce to discuss a proposed transfer of city property), and 86-51 (land selection committee appointed by water management district to evaluate and recommend projects for acquisition). *Cf. Monroe County v. Pigeon Key Historical Park, Inc.,* 647 So. 2d 857 (Fla. 3d DCA 1994) (committee established by county commission to negotiate lease agreement subject to s. 286.011).

14. Security meetings

While there is no general exemption from open meetings requirements that applies to all discussions relating to "security," s. 286.0113(1), F.S., states that the portion of a meeting that would reveal a security or firesafety system plan or portion thereof made confidential and exempt by s. 119.071(3)(a), F.S. (providing an exemption from the Public Records Act for a "security or firesafety system plan") is exempt from open meetings requirements. *See* Inf. Op. to Sherman, July 2, 2018, noting that the phrasing of s. 286.0113(1), F.S., and the statement of legislative intent included in the session law show that the exemption applies to any portion of a meeting in which a record as defined in s. 119.071(3)(a) would be revealed.

Section 119.0725(2), F.S., discussed more fully on pages 159-160 provides confidentiality for specified cybersecurity information held by an agency. Any portion of a meeting that would reveal cybersecurity information made confidential in s. 119.0725(2), F.S., is exempt from open meetings requirements. Section 119.0725(3), F.S. An exempt portion may not be off the record and must be recorded and transcribed; the recording and transcript are confidential. *Id. See also* s. 282.318(6) (portions of meetings held to discuss specified cybersecurity records held by

state agencies are exempt); s. 286.0113(3)(a), F.S. (exemption for portions of meetings held by local government owned utilities that would reveal information technology security records made exempt under s. 119.0713(5), F.S.); s. 1004.0962(4), F.S. (exemption for portions of meetings held to discuss a postsecondary educational institution's "campus emergency response"); and s. 1004.055(2), F.S. (exemption for portions of meetings held to discuss specified information technology security records maintained by postsecondary educational institutions). *Cf.* s. 286.0113(4)(b), F.S. (exemption for portions of meetings that would reveal building plans or geographical maps indicating the actual or proposed location of 911, E911, or public safety radio communication system infrastructure).

15. Social events

Members of a public board or commission are not prohibited under the Sunshine Law from meeting together socially, provided that matters which may come before the board or commission are not discussed at such gatherings. AGO 92-79. *Accord* Inf. Op. to Batchelor, May 27, 1982.

Therefore, a luncheon meeting held by a private organization for members of a public board or commission at which there is no discussion among such officials on matters relating to public business would not be subject to the Sunshine Law merely because of the presence of two or more members of a covered board or commission. AGO 72-158. *Cf.* AGO 71-295, cautioning that "[p]ublic bodies should avoid secret meetings, from which the public and the press are effectively excluded, preceding official meetings, even though such secret meetings are held ostensibly for purely social purposes only and with the understanding that the members of the public body will, in good faith, attempt to avoid any discussion of official business."

16. Telephone conversations and virtual meetings

a. Private phone conversations

Private phone conversations between board members to discuss matters which foreseeably will come before that board for action violate the Sunshine Law. "To interpret the statute as applying only to in-person meetings would render an absurd result." *Gilliams v. State,* 359 So. 3d 784 (Fla. 4th DCA 2023). *See also Transparency for Florida, Inc.. v. City of Port St. Lucie,* 240 So. 3d 780, 785 (Fla. 4th DCA 2018), recognizing that a series of phone conversations between councilmembers and the city attorney implicated the Sunshine Law. *And see* the discussion on pages 23-24 regarding the application of the Sunshine Law to emails, text messages, and other written communications between board members.

b. Authorization to conduct and participate in public meetings via teleconferencing, video conferencing, or other electronic media

(1) Sunshine Law

Although both the Florida Constitution and the Sunshine Law require that, unless exempt by law, meetings of a government board must be "public meetings" that are "open to the public," neither provision requires that members of the public board be physically present during the meeting. *See Burton v. Oates,* 362 So. 3d 311 (Fla. 5th DCA 2023) (city commissioner did not violate the Sunshine Law when she attended a public virtual commission meeting where specific procedures were available for the public to attend through a virtual platform). *Accord* AGO 20-03. *And see* Inf. Op. to Stebbins, December 1, 2015 (board's use of electronic media technology to increase public participation in meetings and the use of such media to allow members of a board or commission to participate in a duly noticed public meeting does not necessarily raise Sunshine Law issues, "but rather implicates the ability of a board or commission to conduct public business with a quorum.").

(2) In person quorum requirements

The Attorney General's Office has advised that if a quorum is required to conduct official business, boards may only conduct meetings by teleconferencing or other technological means if they are authorized to do so by law or the in person requirement for constituting a quorum is

lawfully suspended during a state of emergency. AGO 20-03. Attorney General Opinion 20-03 emphasized, however, that "if meetings are conducted by teleconferencing or other technological means, public access must still be afforded which permits the public to attend the meeting. That public access may be provided by teleconferencing or technological means." *Cf. Jackson v. City of South Bay,* 358 So. 3d 18 (Fla. 4th DCA 2023), noting that a 2020 Executive Order which temporarily allowed certain virtual meetings in response to a declared state of emergency expressly recognized that the Sunshine Law remained in effect.

Similarly, "[a]s an administrative arm of the city's governing body . . . it would appear that the same legislative requirement for the physical presence of a quorum in order to conduct municipal business would apply when the retirement board is carrying out its delegated duties." AGO 10-34. Thus, in January 2021, the Attorney General's Office concluded that in the absence of legislation providing otherwise, the same physical presence quorum requirement that governs school board meetings would apply to meetings of school board advisory committees. Inf. Op. to Myrick, January 28, 2021. *See now* s. 1001.43(10), F.S., providing that members of school district "special committees and advisory committees may attend meetings in person or through the use of telecommunications networks such as telephonic and video conferencing." *Cf.* s. 286.011(9)(a), F.S., authorizing a regional citizen volunteer advisory committee for the National Estuary Program whose membership is composed of representatives from four or more counties to conduct public meetings and workshops via communications media technology as defined in s. 120.54(5)(b)2., F.S.

(a) State boards

In AGO 98-28, the Attorney General's Office concluded that s. 120.54(5)(b)2., F.S., authorizes *state* boards to conduct public meetings via entirely electronic means provided that the board complies with uniform rules of procedure adopted by the state Administration Commission. These rules contain notice requirements and procedures for providing points of access for the public. *See* Rule 28-109, F.A.C. *And see* AGO 20-03, noting that state boards have been conducting meetings using "communications media technology" since 1997.

(b) Local boards

(1) Meetings

As to *local* boards, the Attorney General's Office has noted that the authorization in s. 120.54(5)(b)2., to conduct meetings entirely through the use of electronic media technology applies only to *state* agencies. AGOs 20-03 and 98-28. Thus, unless the in-person requirement to constitute a quorum has been waived by law or lawfully suspended during a state of emergency, a quorum of the board must be physically present. AGO 20-03.

For example, since s. 1001.372(2)(b), F.S., requires a district school board to hold its meetings at a "public place in the county," a quorum of the board must be physically present at the meeting of the school board. *Id. And see* AGOs 09-56 (where a quorum is required and absent a statute to the contrary, the requisite number of members must be physically present at a meeting in order to constitute a quorum). and 10-34 (city may not adopt an ordinance allowing members of a city board to appear by electronic means to constitute a quorum). *Cf.* s. 120.525(4), F.S., allowing a voting member of a regional planning council that covers three or more counties who participates via telephone or videoconferencing to be counted towards a quorum, provided that at least one third of the voting members are present at the meeting location and that notice of intent to participate remotely is given at least 24 hours prior to the meeting; and s. 163.01(18), F.S., authorizing certain entities created by interlocal agreement to conduct public meetings and workshops by means of communications media technology.

However, if a quorum of a local board is physically present, "the participation of an absent member by telephone conference or other interactive electronic technology is permissible when such absence is due to extraordinary circumstances such as illness[;] . . . [w]hether the absence of a member due to a scheduling conflict constitutes such a circumstance is a determination that

must be made in the good judgment of the board." AGO 03-41.

For example, if a quorum of a local board is physically present at the public meeting site, a board may allow a member with health problems to participate and vote in board meetings through the use of such devices as a speaker telephone that allow the absent member to participate in discussions, to be heard by other board members and the public and to hear discussions taking place during the meeting. AGO 94-55. *And see* AGOs 92-44 (participation and voting by ill county commissioner), and 02-82 (physically-disabled city advisory committee members participating and voting by electronic means).

(2) Workshops

The physical presence of a quorum has not been required where electronic media technology (such as video conferencing and digital audio) is used to allow public access and participation at *workshop* meetings where no formal action will be taken. The use of electronic media technology, however, does not satisfy quorum requirements necessary for official action to be taken. *See* Inf. Op. to Stebbins, December 1, 2015 (approval of board meeting minutes constitutes official action; vote to approve minutes not exempted from quorum requirements). Moreover, as discussed above, boards conducting workshop meetings electronically must still comply with the Sunshine Law.

For example, the Attorney General's Office advised that airport authority members may conduct informal discussions and workshops over the Internet, provided proper notice is given, and interactive access by members of the public is provided. AGO 01-66. Such interactive access must include not only public access via the Internet but also at designated places within the authority boundaries where the airport authority makes computers with Internet access available to members of the public who may not otherwise have Internet access. *Id.* For meetings, however, where a quorum is necessary for action to be taken, the physical presence of the members making up the quorum would be required in the absence of a statute providing otherwise. *Id.* Internet access to such meetings, however may still be offered to provide greater public access. *Id. Cf.* AGO 08-65, noting that a city's plan to provide additional public access to on-line workshop meetings by making computers available at a public library "should ensure that operating-type assistance is available at the library where the computers are located."

However, the use of an electronic bulletin board to discuss matters over an extended period of days or weeks, which does not permit the public to participate online, violates the Sunshine Law by circumventing the notice and access provisions of that law. AGO 02-32. *And see* Inf. Op. to Ciocchetti, March 23, 2006 (even though the public would be able to participate online, a town commission's proposed use of an electronic bulletin board to discuss matters that foreseeably may come before the commission over an extended period of time would not comply with the spirit or letter of the Sunshine Law because the burden would be on the public to constantly monitor the site in order to participate meaningfully in the discussion). *Compare* AGO 08-65 (city advisory boards may conduct workshops lasting no more than two hours using an on-line bulletin board if proper notice is given and interactive access to members of the public is provided).

Moreover, there is no apparent authority for the use of electronic media technology to allow board members to remove a workshop or meeting from within the jurisdiction in which the board is empowered to carry out its functions and claim compliance with the Sunshine Law by providing the public electronic access to the remote meeting. Inf. Op. to Sugarman, August 5, 2015.

D. NOTICE AND PROCEDURES

1. Agenda

The Sunshine Law does not *mandate* that an agency provide notice of each item to be discussed via a published agenda although the Attorney General's Office has recommended the

publication of an agenda, if available. The courts have rejected such a requirement because it could effectively preclude access to meetings by members of the general public who wish to bring specific issues before a governmental body. *See Hough v. Stembridge,* 278 So. 2d 288 (Fla. 3d DCA 1973); and *Yarbrough v. Young,* 462 So. 2d 515 (Fla. 1st DCA 1985) (posted agenda unnecessary and public body not required to postpone meeting due to inaccurate press report which was not part of the public body's official notice efforts).

Thus, the Sunshine Law does not require boards to consider only those matters on a published agenda. "[W]hether to impose a requirement that restricts every relevant commission or board from considering matters not on an agenda is a policy decision to be made by the legislature." *Law and Information Services, Inc. v. City of Riviera Beach,* 670 So. 2d 1014, 1016 (Fla. 4th DCA 1996). *And see Grapski v. City of Alachua,* 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010) (Sunshine Law does not prohibit use of consent agenda procedure).

Even though the Sunshine Law does not prohibit a board from adding topics to the agenda of a regularly noticed meeting, the Attorney General's Office has advised boards to postpone formal action on any added items that are controversial. *See* AGO 03-53, stating that "[i]n the spirit of the Sunshine Law, the city commission should be sensitive to the community's concerns that it be allowed advance notice and, therefore, meaningful participation on controversial issues coming before the commission."

While the Sunshine Law requires notice of *meetings*, not of the individual *items* which may be considered at that meeting, other statutes, codes, or ordinances may impose such a requirement and agencies subject to those provisions must follow them. *See* Inf. Op. to Mattimore, February 6, 1996.

For example, s. 120.525(2), F.S., requires that agencies subject to the Administrative Procedure Act must prepare an agenda in time to ensure that a copy may be received at least 7 days before the event by any person in the state who requests a copy and who pays the reasonable cost of the copy. The agenda, along with any meeting materials available in electronic form excluding confidential and exempt information, shall be published on the agency's website. *Id.* After the agenda has been made available, changes may be made only for good cause. *Id.*

Similarly, special districts are required to post certain information on the district's official website, including: "[a]t least 7 days before each meeting or workshop, the agenda of the event." Section 189.069(2)(a)15., F.S. The information must remain on the website for at least 1 year after the event. *Id*.

2. Location of meetings

a. Facilities that discriminate or unreasonably restrict access to the facility

Section 286.011(6), F.S., prohibits boards or commissions subject to the Sunshine Law from holding their meetings at any facility which discriminates on the basis of sex, age, race, creed, color, origin, or economic status, or which operates in such a manner as to unreasonably restrict public access to such a facility. *And see* s. 286.26, F.S., relating to accessibility of public meetings to the physically handicapped.

Public boards or commissions, therefore, are advised to avoid holding meetings at places where the public and the press are effectively excluded. AGO 71-295. Thus, a police pension board should not hold its meetings in a facility where the public has limited access and where there may be a "chilling" effect on the public's willingness to attend by requiring the public to provide identification, to leave such identification while attending the meeting, and to request permission before entering the room where the meeting is held. AGO 96-55. *And see* Inf. Op. to Galloway, August 21, 2008, in which the Attorney General's Office expressed concerns about holding a public meeting in a private home in light of the possible "chilling effect" on the public's willingness to attend.

While a city may not require persons wishing to attend public meetings to provide identification as a condition of attendance, it may impose certain security measures on members of the public entering a public building, such as requiring the public to go through metal detectors. AGO 05-13.

b. Luncheon meetings

Public access to meetings of public boards or commissions is the key element of the Sunshine Law, and public agencies are advised to avoid holding meetings in places not easily accessible to the public. The Attorney General's Office has suggested that public boards or commissions avoid the use of luncheon meetings to conduct board or commission business. These meetings may have a "chilling" effect upon the public's willingness or desire to attend. People who would otherwise attend such a meeting may be unwilling or reluctant to enter a public dining room without purchasing a meal and may be financially or personally unwilling to do so. Inf. Op. to Campbell, February 8, 1999; and Inf. Op. to Nelson, May 19, 1980. *Cf. City of Miami Beach v. Berns,* 245 So. 2d 38, 41 (Fla. 1971), in which the Florida Supreme Court observed: "A secret meeting occurs when public officials meet at a time and place to avoid being seen or heard by the public." *See also* the discussion on pages 48-49, relating to inaudible discussions.

c. Out-of-town meetings

The fact that a meeting is held in a public room does not make it public within the meaning of the Sunshine Law; for a meeting to be "public," the public must be given advance notice and provided with a reasonable opportunity to attend. *Bigelow v. Howze,* 291 So. 2d 645, 647-648 (Fla. 2d DCA 1974). *See also* the discussion on pages 24 and 25 relating to inspection and fact-finding trips.

Accordingly, a school board workshop held outside county limits over 100 miles away from the board's headquarters violated the Sunshine Law where the only advantage to the board resulting from the out-of-town gathering (elimination of travel time and expense due to the fact that the board members were attending a conference at the site) did not outweigh the interests of the public in having a reasonable opportunity to attend. *Rhea v. School Board of Alachua County,* 636 So. 2d 1383 (Fla. 1st DCA 1994). The court refused to adopt a rule prohibiting any board workshops from being held at a site more than 100 miles from its headquarters, instead applying a balancing of interests test to determine which interest predominates in a given case. As stated by the court, "[t]he interests of the public in having a reasonable opportunity to attend a Board workshop must be balanced against the Board's need to conduct a workshop at a site beyond the county boundaries." *Id.* at 1385. *And see* Inf. Op. to Sugarman, August 5, 2015 (no apparent authority for use of electronic media technology to allow city pension board members to remove a workshop or meeting from within the jurisdiction in which the board is empowered to carry out its functions and claim compliance with the Sunshine Law by providing the public with electronic access to the remote meeting).

In addition, there may be other statutes which limit where board meetings may be held. *See, e.g.,* s. 125.001, F.S. (meetings of the board of county commissioners may be held at any appropriate public place in the county); s. 1001.372, F.S. (school board meetings may be held at any appropriate public place in the county). *And see* AGOs 08-01 and 03-03 (municipality may not hold commission meetings at facilities outside its boundaries). *See now* ss. 166.0213(1), F.S. (governing body of municipality with 500 or fewer residents may hold meetings within 5 miles of the exterior jurisdictional boundary of the municipality at such time and place as may be prescribed by ordinance or resolution); 166.0213(2), F.S. (governing body of a municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution); and 125.001(2), F.S. (authorizing boards of county commissioners to hold joint public meetings with governing boards of adjacent counties or municipalities upon due public notice within

the jurisdiction of all participating counties and municipalities; provided that an authorizing resolution is adopted, no official vote is taken at the joint meeting, and the joint meeting may not take the place of a public hearing required by law). *Cf.* AGO 20-03, noting that a quorum of the board must be physically present at the meeting of a board which is required to be held at a place within the body's jurisdiction. For more information on this issue, please see the discussion on pages 37-38.

Conduct which occurs outside the state which would constitute a knowing violation of the Sunshine Law is a second degree misdemeanor. Section 286.011(3), F.S. Such violations are prosecuted in the county in which the board or commission normally conducts its official business. Section 910.16, F.S.

d. Size of meeting facilities

The Sunshine Law requires that meetings of a public board or commission be "open to the public." If a large turnout is expected for a particular meeting, the Attorney General's Office has recommended that public boards and commissions take reasonable steps (such as moving the meeting to a larger room) to accommodate those who wish to attend. Inf. Op. to Galloway, August 21, 2008. If the largest available public meeting room cannot accommodate all of those who are expected to attend, the use of video technology (*e.g.*, a television screen outside the meeting room) may be appropriate. *See Kennedy v. St. Johns River Water Management District,* No. 2009-0441-CA (Fla. 7th Cir. Ct. September 27, 2010), *per curiam affirmed,* 84 So. 3d 331 (Fla. 5th DCA 2011), available online in the Cases database at the open government site at myfloridalegal.com (even though not all members of the public were able to enter the meeting room, board did not violate the Sunshine Law when it held a meeting at the board's usual meeting place and in the largest available room; the court noted, however, that the board set up a computer with external speakers so that those who were not able to enter the meeting room could view and hear the proceedings).

3. Minutes

a. Scope of minutes requirement

Section 286.011(2), F.S., requires that minutes of a meeting of a public board or commission shall be promptly recorded and open to public inspection. Workshop meetings are not exempted from this requirement. AGOs 08-65 and 74-62. *And see Lozman v. City of Riviera Beach,* No. 502007CA007552XXXXMBAN (Fla. 15th Cir. Ct. June 9, 2009), *per curiam affirmed,* 46 So. 3d 573 (Fla. 4th DCA 2010), available online in the Cases database at the open government site at myfloridalegal.com (minutes required for city council's agenda review meetings).

Because the term "promptly" is not defined in the statute, it "should be construed in its plain and ordinary sense." Inf. Op. to Board of Trustees, January 27, 2009. The informal advisory opinion notes that Webster's New Universal Unabridged Dictionary (2003) defines "prompt" as done, performed, delivered, etc., at once or without delay.

The use of the term "shall" in s. 286.011(2) "requires mandatory compliance." *Jackson v. City of South Bay,* 358 So. 3d 18 (Fla. 4th DCA 2023). In *Jackson*, the district court reversed the trial judge's conclusion that a canvassing board's delay in producing minutes until several months after an agreed upon deadline did not violate the Sunshine Law. The trial judge had cited the "busy election," the COVID pandemic, and the board's good faith conduct as justification for the delay in producing the meeting minutes. However, the appellate court said that unlike the Public Records Act, the Sunshine Law does not contain a good faith exception.

Draft minutes of a board meeting may be circulated to individual board members for corrections and studying prior to approval by the board, so long as any changes, corrections, or deletions are discussed and adopted during the public meeting when the board adopts the minutes. AGOs 02-51 and 74-294. *Cf.* Inf. Op. to Stebbins, December 1, 2015 (vote to approve

minutes constitutes official action of a board; no authority to exempt a vote to approve minutes from quorum requirements).

The minutes are public records when the person responsible for preparing the minutes has performed his or her duty even though they have not yet been sent to the board members or officially approved by the board. AGO 91-26. *And see Grapski v. City of Alachua,* 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010) (city violated both the language and the purpose of s. 286.011[2] by denying public access to its minutes until after approval).

Section 286.011, F.S., does not specify who is responsible for taking the minutes of public meetings. This appears to be a procedural matter which the individual boards or commissions must resolve. Inf. Op. to Baldwin, December 5, 1990.

b. Content of minutes

The term "minutes" as used in s. 286.011, F.S., contemplates a brief summary or series of brief notes or memoranda reflecting the events of the meeting; accordingly a verbatim transcript is not required. AGO 82-47. *And see State v. Adams,* No. 91-175-CC (Fla. Sumter Co. Ct. July 15, 1992), available online in the Cases database at the open government site at myfloridalegal.com (no violation of Sunshine Law where minutes failed to reflect brief discussion concerning a proposed inspection trip). *Cf.* s. 20.052(5)(c), F.S., requiring that minutes, including a record of all votes cast, be maintained for all meetings of an advisory body, commission, board of trustees, or other collegial body adjunct to an executive agency.

c. Tape recording or Internet archive as minutes

The Sunshine Law does not require that public boards and commissions tape record their meetings. *See* AGO 86-21. However, other statutes may require that certain proceedings be recorded. *See Carlson v. Department of Revenue*, 227 So. 3d 1261 (Fla.1st DCA 2017) (statute mandating that a "complete recording" be made of portions of a closed negotiation team meeting requires more than an agenda and meeting notes). *Cf.* AGO 10-42 (where statute requires that all closed proceedings of child abuse death review committee be recorded and that no portion be off the record, audio recording of the proceedings "would appear to be the most expedient and cost-efficient manner to ensure that all discussion is recorded").

However, while a board is authorized to tape record the proceedings if it chooses to do so, the Sunshine Law also requires written minutes. AGO 75-45. Similarly, while a board may archive the full text of all workshop discussions conducted on the Internet, written minutes of the workshops must also be prepared and promptly recorded. AGO 08-65.

Moreover, the tape recordings are public records and their retention is governed by schedules established by the Division of Library and Information Services of the Department of State in accordance with s. 257.36(6), F.S. AGO 86-21. *Accord* AGO 86-93 (tape recordings of school board meetings are subject to Public Records Act even though written minutes are required to be prepared and made available to the public).

d. Use of transcript as minutes

Although a written transcript is not required, a board may use a written transcript of the meeting as the minutes, if it chooses to do so. Inf. Op. to Fulwider, June 14, 1993.

4. Notice requirements

a. Reasonable notice required

A vital element of the Sunshine Law is the requirement that boards subject to the law provide "reasonable notice" of all meetings. *See* s. 286.011(1), F.S. Even before the statutory amendment in 1995 expressly requiring notice, the courts had stated that in order for a public meeting to be in essence "public," reasonable notice of the meeting must be given. *See Hough v.*

Stembridge, 278 So. 2d 288, 291 (Fla. 3d DCA 1973); *Yarbrough v. Young,* 462 So. 2d 515, 517 (Fla. 1st DCA 1985).

Reasonable public notice is required for all meetings subject to the Sunshine Law and is required even though a quorum is not present. AGO 90-56. *And see Baynard v. City of Chiefland, Florida*, No. 38-2002-CA-000789 (Fla. 8th Cir. Ct. July 8, 2003) available online in the Cases database at the open government site at myfloridalegal.com (reasonable notice required even if subject of meeting is "relatively unimportant"). Notice is required even though meetings of the board are "of general knowledge" and are not conducted in a closed door manner. *TSI Southeast, Inc. v. Royals,* 588 So. 2d 309, 310 (Fla. 1st DCA 1991). "Governmental bodies who hold unnoticed meetings do so at their peril." *Monroe County v. Pigeon Key Historical Park, Inc.*, 647 So. 2d 857, 869 (Fla. 3d DCA 1994).

The Sunshine Law does not define the term "reasonable notice." However, in *Transparency for Florida, Inc. v. City of Port St. Lucie*, 240 So. 3d 780 (Fla. 4th DCA 2018), the court referenced AGO 73-170, which concluded that the type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected. "Where there is no specific legislative directive as to what constitutes reasonable notice as a matter of law, we agree with the Attorney General that it is a fact specific inquiry." *Transparency*, at 787. *And see Parris v. State,* 359 So. 3d 1178 (Fla. 4th DCA 2023), upholding a city councilmember's conviction for violating the Sunshine Law, and rejecting as "meritless" her argument that the lack of definitions for the terms "reasonable notice" and "open to the public" in the statute render it unconstitutionally vague. To the extent that interpretation is required, "the well-established case law and the plain and ordinary meaning of the terms provide ample guidance." *Parris v. State, supra.*

Therefore, the type of notice is variable and depends upon the facts of the situation and the board involved. In each case, an agency must give notice at such time and in such a manner as to enable the media and the general public to attend the meeting. AGOs 00-08, 04-44, 80-78 and 73-170. *And see Rhea v. City of Gainesville,* 574 So. 2d 221, 222 (Fla. 1st DCA 1991) (purpose of the notice requirement is to apprise the public of the pendency of matters that might affect their rights, afford them the opportunity to appear and present their views, and afford them a reasonable time to make an appearance if they wish). *Cf. Lyon v. Lake County,* 765 So. 2d 785, 790 (Fla. 5th DCA 2000) (where county attorney provided citizen with "personal due notice" of a committee meeting and its function, it would be "unjust to reward" the citizen by concluding that a meeting lacked adequate notice because the newspaper advertisement failed to correctly name the committee). *See also Suncam, Inc. v. Worrall,* No. CI97-3385 (Fla. 9th Cir. Ct. May 9, 1997), available online in the Cases database at the open government site at myfloridalegal.com (Sunshine Law requires notice to the general public; agency not required to provide "individual notice" to company that wished to be informed when certain meetings were going to occur).

For example, "burying a notice inside a committee application and calendar on the instructional materials page of the [school district's] website is an unreasonable way to give public notice of a meeting" of a school board textbook committee that is subject to the Sunshine Law. *Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021). Additionally, the notices did not mention that the meetings were open to the public. By contrast, the school board posted notices of regular school board meetings on the public notice page of the district website and in an electronic newsletter.

While the Attorney General's Office cannot specify the type of notice which must be given in all cases, the following notice guidelines are suggested:

1. The notice should contain the time and place of the meeting and, if available, an agenda, or if no agenda is available, a statement of the general subject matter to be considered.
2. The notice should be prominently displayed in the area in the agency's offices set aside for

that purpose, *e.g.*, for cities, in city hall, and on the agency's website, if there is one.

3. Except in the case of emergency or special meetings, notice should be provided at least 7 days prior to the meeting. Emergency sessions should be afforded the most appropriate and effective notice under the circumstances.
4. Special meetings should have no less than 24 and preferably at least 72 hours reasonable notice to the public. *See Yarbrough v. Young,* 462 So. 2d 515 (Fla. 1st DCA 1985) (three days notice of special meeting deemed adequate).
5. The use of press releases, faxes, e-mails, and/or phone calls to the local news media is highly effective in providing notice of upcoming meetings.

The notice procedures set forth above should be considered as suggestions which will vary depending upon the circumstances of each particular situation. *See* AGO 73-170 ("If the purpose for notice is kept in mind, together with the character of the event about which notice is to be given and the nature of the rights to be affected, the essential requirements for notice in that situation will suggest themselves"). *See also* AGOs 00-08, 94-62 and 90-56. An individual challenging the adequacy of a meeting notice is not required "to allege and prove that some member of the public was not afforded an opportunity to attend the meeting because notice was not adequate," because this "is not an element of a cause of action for a Sunshine Law violation." *Transparency for Florida, Inc. v. City of Port St. Lucie*, 240 So. 3d 780, 787 (Fla. 4th DCA 2018).

Thus, in *Rhea v. City of Gainesville*, 574 So. 2d 221 (Fla. 1st DCA 1991), the court held that a complaint alleging that members of the local news media were contacted about a special meeting of the city commission one and one-half hours before the meeting stated a sufficient cause of action that the Sunshine Law had been violated. *Compare News and Sun-Sentinel Company v. Cox,* 702 F. Supp. 891 (S.D. Fla. 1988) (no Sunshine Law violation occurred when on March 31, a "general notice" of a city commission meeting scheduled for April 5 was posted on the bulletin board outside city hall); and *Lozman v. City of Riviera Beach*, No. 502008CA027882 (Fla. 15th Cir. Ct. December 8, 2010), *per curiam affirmed*, 79 So. 3d 36 (Fla. 4th DCA 2012), available online in the Cases database at the open government site at myfloridalegal.com (no violation of Sunshine Law where notice of special meeting held on Monday, September 15 was posted at city hall and faxed to the media on Friday, September 12 and members of the public [including the media] attended the meeting).

The determination as to who will actually prepare the notice or agenda is essentially "an integral part of the actual mechanics and procedures for conducting that meeting and, therefore, aptly relegated to local practice and procedure as prescribed by . . . charters and ordinances." *Hough*, 278 So. 2d at 291.

b. Notice requirements when meeting adjourned to a later date

If a meeting is to be adjourned and reconvened later to complete the business from the agenda of the adjourned meeting, the second meeting should also be noticed. AGO 90-56.

c. Notice relating to record needed for appellate review

Section 286.0105, F.S., requires:

> Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

This statute applies to every "board, commission, or agency of this state." *See* AGO 19-14 (Education Practices Commission, established in s. 1012.79, F.S., is a "commission" for purposes of s. 286.0105, F.S.)

The notice requirement in s. 286.0105, F.S., "is imposed at each occasion where notice of a meeting or hearing is required and is to be included in the notice to be given to the public of such meeting." *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available online in the Cases database at the open government site at myfloridalegal.com, quoting from AGO 89-82. *See also Everglades Law Center, Inc. v. South Florida Water Management District*, 290 So. 3d 123 (Fla. 4th DCA 2019), noting that with the adoption of s. 286.0105, F.S., "the legislature understood the importance of a verbatim record for appellate review of government board decisions ."

d. Paid advertising requirements and additional notice provisions imposed by other statutes, codes, or ordinances

While the Sunshine Law requires only that *reasonable* public notice be given, a public agency may be subject to additional notice requirements imposed by other statutes, charters or codes. In such cases, the requirements of that statute, charter, or code must be strictly observed. Inf. Op. to Mattimore, February 6, 1996.

For example, while the Sunshine Law does not mandate that an agency use a paid advertisement to provide public notice of a meeting, other statutes may specify publication requirements for certain actions. *See Yarbrough v. Young,* 462 So. 2d 515, 517n.1 (Fla. 1st DCA 1985) (Sunshine Law does not require city council to give notice "by paid advertisements" of its intent to take action regarding utilities system improvements, although the Legislature "has required such notice for certain subjects," *e.g.,* 166.041[3][c], F.S.). *See also* s. 189.015(1), F.S. (notice requirements for meetings of the governing bodies of special districts); and s. 1001.372(2)(c), F.S. (school board meetings). *Cf.* s. 50.0311, F.S. (Internet website publication of governmental agency notices).

Similarly, a board or commission subject to Ch. 120, F.S., the Administrative Procedure Act, must comply with the notice and publication requirements of that act. *See, e.g.,* s. 120.525, F.S. Those requirements, however, are imposed by Ch. 120, F.S., not s. 286.011, F.S., although the notice of a board or commission meeting published pursuant to Ch. 120, F.S., also satisfies the notice requirements of s. 286.011, F.S. *Florida Parole and Probation Commission v. Baranko,* 407 So. 2d 1086 (Fla. 1st DCA 1982).

5. Public comment

Prior to the adoption of s. 286.0114, F.S. (2013), Florida courts had determined that s. 286.011, F.S., provides a right to attend public meetings, but does not provide a right to be heard. *See Herrin v. City of Deltona,* 121 So. 3d 1094, 1097 (Fla. 5th DCA 2013) (phrase "open to the public" as used in s. 286.011, F.S., means that "meetings must be properly noticed and reasonably accessible to the public, not that the public has the right to be heard at such meetings"). *See also Keesler v. Community Maritime Park Associates, Inc.,* 32 So. 3d 659 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1289 (Fla. 2010); and *Grapski v. City of Alachua,* 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010).

However, as the court observed in *Herrin*, s. 286.0114(2), F.S., now mandates that "[m]embers of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission." The opportunity to be heard does not have to occur at the same meeting at which the board or commission takes official action if the opportunity "occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action." Section 286.0114(2), F.S.

The terms "proposition" or "official action" are not defined in the statute, nor is there a distinction between official action taken at a formal meeting versus an informal setting, such as a workshop. Inf. Op. to Jacquot, April 25, 2014. "In light of the purpose of the statute to allow public participation during the decisionmaking process on a proposition, it should be liberally construed to facilitate that purpose." *Id.*

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from s. 286.011; or
4. A meeting during which the board or commission is acting in a quasi-judicial capacity. *See* AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or commission from "maintaining orderly conduct or proper decorum in a public meeting." Section 286.0114(2), F.S. In addition, the opportunity to be heard is "subject to rules or policies adopted by the board or commission" as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

1. Provide guidelines regarding the amount of time an individual has to address the board or commission;
2. Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
3. Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
4. Designate a specified period of time for public comment.

If a board or commission adopts such rules or policies and complies with them, it is deemed to be acting in compliance with the statute. Section 286.0114(5), F.S. *See Larson v. Palm Beach County*, No. 502016CA001706 (Fla. 15th Cir. Ct. September 26, 2019), *per curiam affirmed*, 311 So. 3d 853 (Fla. 4th DCA 2021), available online in the Cases database at the open government site at myfloridalegal.com, upholding a board procedural rule giving members of the public three minutes to speak on all items on the consent agenda versus three minutes on each regular agenda item. *And see City of Miami v. Airbnb, Inc.*, 260 So. 3d 478, 483-484 (Fla. 3d DCA 2018) (temporary injunction prohibiting city from requiring speakers at public hearings to give their names and addresses was overbroad). *Cf. McDonough v. Garcia,* No. 22-11421, 2024 WL 4195557 (11th Cir. September 16, 2024) (city council meetings opened to public comment limited to a specific subject matter are "limited public forums, and any restriction on speech . . . must be reasonable in light of the purposes served by the meetings and may not discriminate on the basis of viewpoint"). *And see Lozman v. City of Riviera Beach, Fla.*, 138 S.Ct. 1945 (2018), in which the U.S. Supreme Court held that the existence of probable cause for a speaker's arrest for failure to follow the city council's rules of procedure did not bar the speaker's First Amendment retaliation claim.

A circuit court is authorized to issue injunctions for the purpose of enforcing s. 286.0114, F.S. Section 286.0114(6), F.S. However, an action taken by a board or commission which is found

to be in violation of that statute is not void as a result of the violation. Section 286.0114(8), F.S.

6. Restrictions on public attendance

a. Cameras and tape recorders

A board or commission may adopt reasonable rules and policies which ensure the orderly conduct of a public meeting and require orderly behavior on the part of those persons attending a public meeting. A board, however, may not ban the use of nondisruptive recording devices. *Pinellas County School Board v. Suncam, Inc.,* 829 So. 2d 989 (Fla. 2d DCA 2002) (school board's ban on unobtrusive videotaping invalid). *Accord* AGO 91-28. *And see* AGO 77-122 (silent nondisruptive tape recording of district meeting permissible).

The Legislature in Ch. 934, F.S., appears to implicitly recognize the public's right to silently record public meetings. AGO 91-28. Chapter 934, F.S., the Security of Communications Act, regulates the interception of oral communications. Section 934.02(2), F.S., however, defines "[o]ral communication" to specifically exclude "any public oral communication uttered at a public meeting . . . ." *See also* Inf. Op. to Gerstein, July 16, 1976, stating that public officials may not complain that they are secretly being recorded during public meetings in violation of s. 934.03, F.S.

b. Exclusion of certain members of the public

The term "open to the public" as used in the Sunshine Law means open to *all* persons who choose to attend. AGO 99-53. *Cf. Ribaya v. Board of Trustees of City Pension Fund for Firefighters and Police Officers in City of Tampa,* 162 So. 3d 348, 356 (Fla. 2d DCA 2015) (although there appears to be no case law "squarely resolving" whether a wrongful exclusion of one person would void all actions taken at the meeting, "there is legal support for that proposition").

Thus the court in *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1,* 652 So. 2d 1169, 1170 (Fla. 4th DCA 1995), ruled that a procurement committee violated the Sunshine Law by requesting that bidders voluntarily excuse themselves from each other's presentations. *See now* s. 286.0113(2), F.S., providing an exemption from the Sunshine Law for any portion of a meeting at which a vendor makes an oral presentation or answers questions as part of a competitive solicitation, and requiring a complete recording of the exempt portion of the meeting.

Staff of a public agency clearly are members of the public as well as employees of the agency; they cannot, therefore, be excluded from public meetings. AGO 79-01. Section 286.011, F.S., however, does not preclude the reasonable application of ordinary personnel policies, for example, the requirement that annual leave be used to attend meetings, provided that such policies do not frustrate or subvert the purpose of the Sunshine Law. *Id.*

Although not directly addressing the open meetings laws, courts of other states have ruled that in the absence of a compelling governmental interest, agencies may not single out and exclude a particular news organization or reporter from press conferences. *See, e.g., Times-Picayune Publishing Corporation v. Lee,* 15 Media L. Rep. 1713 (E.D. La. 1988); *Borreca v. Fasi,* 369 F. Supp. 906 (D. Hawaii 1974); *Quad-City Community News Service, Inc. v. Jebens,* 334 F. Supp. 8 (S.D. Iowa 1971); and *Southwestern Newspapers Corporation v. Curtis,* 584 S.W.2d 362 (Tex. Ct. App. 1979).

c. Inaudible discussions

A school district advisory committee violated the Sunshine Law when it conducted "breakout sessions" where the members discussed committee business at two separate tables which meant that members at one table could not hear what was being discussed at the other table and members of the public could not hear what was being discussed at the sessions. *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available online in the Cases database at the open government site at myfloridalegal.com. *And*

see AGO 71-159 (cautioning against discussions of public business which are audible only to "a select few" who are at the table with board members). *Cf. Citizens for Sunshine, Inc. v. City of Sarasota,* No. 2010CA4387NC (Fla. 12th Cir. Ct. February 27, 2012), available online in the Cases database at the open government site at myfloridalegal.com (two members of a civil service board violated the Sunshine Law when they held a private discussion concerning a pending employment appeal during a recess of a board meeting).

7. Time and length of meeting

In *Greenbarg v. Metropolitan Dade County Board of County Commissioners,* 618 So. 2d 760 (Fla. 3d DCA 1993), the court held that there was "no impropriety" when a county commission continued to meet until the "early morning hours."

8. Use of codes or preassigned numbers in order to avoid identifying individuals

Section 286.011, F.S., requires that meetings of public boards or commissions be "open to the public at all times . . . ." *See Neu v. Miami Herald Publishing Company,* 462 So. 2d 821, 823 (Fla. 1985), disapproving a procedure permitting representatives of the media to attend a city council meeting provided that they agreed to "respect the confidentiality" of certain matters: "Under the Sunshine Law, a meeting is either fully open or fully closed; there are no intermediate categories."

The use of preassigned numbers or codes at public meetings to avoid identifying the names of applicants violates s. 286.011, F.S., because "to permit discussions of applicants for the position of a municipal department head by a preassigned number or other coded identification in order to keep the public from knowing the identities of such applicants and to exclude the public from the appointive or selection process would clearly frustrate or defeat the purpose of the Sunshine Law." AGO 77-48. *Accord* AGO 76-240 (Sunshine Law prohibits the use of coded symbols at a public meeting in order to avoid revealing the names of applicants for the position of city manager). *And see News-Press Publishing Company v. Wisher,* 345 So. 2d 646, 648 (Fla. 1977) ("public policy of this state as expressed in the public records law and the open meetings statute eliminate any notion that the commission was free to conduct the county's personnel business by pseudonyms or cloaked references").

9. Voting

a. Abstention

Section 286.012, F.S., provides:

> A member of a state, county, or municipal governmental board, commission, or agency who is present at a meeting of any such body at which an official decision, ruling, or other official act is to be taken or adopted may not abstain from voting . . . and a vote *shall* be recorded or counted for each such member present, unless, with respect to any such member, there is, or appears to be, a possible conflict of interest under s. 112.311, s. 112.313, or s. 112.3143, or additional or more stringent standards of conduct, if any, adopted pursuant to s. 112.326. If there is or appears to be a possible conflict under s. 112.311, s. 112.313, or s. 112.3143, the member shall comply with the disclosure requirements of s. 112.3143. If the conflict is one arising from the additional or more stringent standards adopted pursuant to s. 112.326, the member shall comply with any disclosure requirements adopted pursuant to s. 112.326. If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice. (e.s.)

A member of a state, county, or municipal board who is present at a meeting is thus prohibited from abstaining from voting except as authorized in s. 286.012, F.S. *See* AGO 02-40 (s. 286.012, F.S., applies to advisory board appointed by a county commission). *Cf.* Inf. Op. to Dickens, August 10, 2006 (nothing in the language of s. 286.012 indicates that a member who temporarily absents himself or herself from the dais [but is still present in the meeting room] during a vote should be recorded as an affirmative vote).

Failure of a member to vote, however, does not invalidate the entire proceedings. *City of Hallandale v. Rayel Corporation,* 313 So. 2d 113 (Fla. 4th DCA 1975), *cause dismissed sua sponte,* 322 So. 2d 915 (Fla. 1975) (to rule otherwise would permit any member to frustrate official action merely by refusing to participate). *And see* Inf. Op. to Dickens, *supra* (failure of a member to vote does not render a voted matter invalid if a quorum is present and the required number of affirmative votes have been cast by the voting members).

Section 286.012, F.S., applies *only* to state, county, and municipal boards. AGO 04-21. Special district boards are not subject to its provisions and may adopt their own rules regarding abstention, subject to s. 112.3143, F.S. AGOs 04-21, 85-78 and 78-11.

Questions as to what constitutes a conflict of interest and when board members are prohibited from voting under the above statutes should be referred to the Florida Commission on Ethics.

b. Proxy votes

In the absence of statutory authority, proxy voting by board members is not allowed. AGO 78-117.

c. Roll call vote

While s. 286.012, F.S., requires that each member present cast a vote either for or against the proposal under consideration by the public board or commission, it is not necessary that a roll call vote of the members present and voting be taken so that each member's specific vote on each subject is recorded. The intent of the statute is that all members present cast a vote and that the minutes so reflect that by either recording a vote *or* counting a vote for each member. *Ruff v. School Board of Collier County,* 426 So. 2d 1015 (Fla. 2d DCA 1983) (roll call vote so as to *record* the individual vote of each such member is not necessary). *Cf.* s. 20.052(5)(c), F.S., requiring that minutes, including a record of all votes cast, be maintained for all meetings of an advisory body, commission, board of trustees, or other collegial body adjunct to an executive agency.

d. Written or secret ballot

A secret ballot violates the Sunshine Law. *See* AGO 73-264 (members of a personnel board may not vote by secret ballot during a hearing concerning a public employee). *Accord* AGOs 72-326 and 71-32 (board may not use secret ballots to elect the chair and other officers of the board).

However, board members are not prohibited from using written ballots to cast a vote as long as the votes are made openly at a public meeting, the name of the person who voted and his or her selection are written on the ballot, and the ballots are maintained and made available for public inspection in accordance with the Public Records Act. *See* AGO 73-344.

In addition, because the Sunshine Law expressly requires that public meetings be open to the public "at all times," after the ballots are marked, the person who tallies the votes should announce the names of the persons who voted and their votes. For example, a judge found that a board violated the Sunshine Law when the board members' individual votes for each applicant were not announced at the public meeting. According to the court, "[t]he fact that the ballots are preserved as public records available for public inspection does not satisfy the requirement of openness." *Schweickert v. Citrus County Port Authority,* No. 12-CA-1339 (Fla. 5th Cir. Ct.

September 30, 2013), available online in the Cases database at the open government site at myfloridalegal.com. *See also* AGO 71-32 (if at any time during a public meeting, the proceedings become "covert, secret or not wholly exposed to the view and hearing of the public," that portion of the meeting is not "open to the public at all times").

E. STATUTORY EXEMPTIONS

1. Creation and review of exemptions

Article I, s. 24(b), Fla. Const., requires that all meetings of a collegial public body of the executive branch of state government or of local government, at which official acts are to be taken or at which the public business of such body is to be transacted or discussed, be open and noticed to the public. All laws in effect on July 1, 1993, that limit access to meetings remain in force until they are repealed. Article I, s. 24(d), Fla. Const.

The Legislature is authorized to provide by general law passed by two-thirds vote of each house for the exemption of meetings, provided such law states with specificity the public necessity justifying the exemption and is no broader than necessary to accomplish the stated purpose of the law. Article I, s. 24(c), Fla. Const. *See* s. 119.011(8), F.S., defining the term "exemption" to include a provision of general law which provides that a "specified . . . meeting, or portion thereof, is not subject to the access requirements" in s. 286.011, F.S., or Art. I, s. 24, Fla. Const. *And see Halifax Hospital Medical Center v. News-Journal Corporation,* 724 So. 2d 567 (Fla. 1999) (open meetings exemption for certain hospital board meetings unconstitutional because it did not meet the constitutional standard of specificity as to stated public necessity and limited breadth to accomplish that purpose). *Compare Baker County Press, Inc. v. Baker County Medical Services, Inc.*, 870 So. 2d 189, 195 (Fla. 1st DCA 2004), upholding a more recent public meetings exemption because "the constitutional concerns expressed by the Florida Supreme Court in *Halifax*" were met due to a more specific legislative justification accompanied by adequate findings to support the breadth of the exemption.

Section 119.15, F.S., the Open Government Sunset Review Act, provides for legislative review of exemptions from the open government laws. Pursuant to the Act, in the fifth year after enactment of a new exemption or expansion of an existing exemption, the exemption shall be repealed on October 2 of the fifth year, unless the Legislature acts to reenact the exemption. Section 119.15(3), F.S. The two-thirds vote requirement for enactment of exemptions set forth in Art. I, s. 24(c), Fla. Const., applies to re-adoption of exemptions as well as initial creation of exemptions. AGO 03-18. *And see* s. 286.0111, F.S. (provisions of s. 119.15 "apply to the provisions of law which provide exemptions to s. 286.011, as provided in s. 119.15").

2. Exemptions are narrowly construed

As a statute enacted for the public benefit, the Sunshine Law should be liberally construed to give effect to its public purpose, while exemptions should be narrowly construed. *See, e.g., Board of Public Instruction of Broward County v. Doran,* 224 So. 2d 693 (Fla. 1969); *Wood v. Marston,* 442 So. 2d 934 (Fla. 1983). *And see Turner v. Wainwright,* 379 So. 2d 148, 155 (Fla. 1st DCA 1980), *affirmed and remanded*, 389 So. 2d 1181 (Fla. 1980) (rejecting a board's argument that a legislative requirement that certain board meetings must be open to the public implies that the board could meet privately to discuss other matters); and *Carlson v. Florida Department of Revenue*, 227 So. 3d 1261 (Fla. 1st DCA 2017), rejecting an agency's argument that a statute providing an exemption for "[a]ny portion of team meeting at which negotiation strategies are discussed" covered the entirety of any meeting at which negotiation strategies were discussed.

The courts have recognized that the Sunshine Law should be construed so as to frustrate all evasive devices. *City of Miami Beach v. Berns,* 245 So. 2d 38 (Fla. 1971); *Blackford v. School Board of Orange County,* 375 So. 2d 578 (Fla. 5th DCA 1979); *Wolfson v. State,* 344 So. 2d 611 (Fla. 2d DCA 1977). As the Florida Supreme Court stated in *Canney v. Board of Public Instruction of Alachua County,* 278 So. 2d 260, 264 (Fla. 1973):

> Various boards and agencies have obviously attempted to read exceptions into the Government in the Sunshine Law which do not exist. Even though their intentions may be sincere, such boards and agencies should not be allowed to circumvent the plain provisions of the statute. The benefit to the public far outweighs the inconvenience of the board or agency. If the board or agency feels aggrieved, then the remedy lies in the halls of the Legislature and not in efforts to circumvent the plain provisions of the statute by devious ways in the hope that the judiciary will read some exception into the law.

If a board member is unable to determine whether a meeting is subject to the Sunshine Law, he or she should either leave the meeting or ensure that the meeting complies with the Sunshine Law. *See City of Miami Beach v. Berns, supra* at 41; *Town of Palm Beach v. Gradison,* 296 So. 2d 473, 477 (Fla. 1974) ("The principle to be followed is very simple: When in doubt, the members of any board, agency, authority or commission should follow the open-meeting policy of the State."). Stated another way, "[w]hen in *any* doubt as to whether a meeting or communication, either directly or indirectly between two or more government officials may be illegal under the Sunshine Law, the easy answer is: "LEAVE." *Parris v. State,* 359 So. 3d 1178 (Fla. 4th DCA 2023) (Ciklin, J., specially concurring).

3. Effect of statutory exemptions

a. Notice requirements

If a statute exempts meetings from the requirements of s. 286.011, F.S., the meetings are also exempt from the notice provisions in that statute that would otherwise apply. AGO 93-86. *Accord* AGO 07-28.

b. Attendance at closed meetings

In some cases, a statutory exemption specifies the persons who are permitted to attend a closed session. For example, s. 286.011(8), F.S., establishing an open meetings exemption for certain discussions pertaining to pending litigation, provides that only the entity, the entity's attorney, the entity's chief administrative officer, and a court reporter may attend the closed meeting. *See* AGO 01-10 (clerk of court not authorized to attend).

However, where an exemption for certain public hospital board meetings relating to a "written strategic plan" did not specify who may attend (other than a court reporter), the Attorney General's Office recommended that the board "strictly limit attendance to only those individuals who are essential to the purpose of the meeting, *i.e.*, to discuss, receive a report on, modify, or approve a strategic plan, in order to avoid what the courts might consider to be a disclosure to the public." AGO 07-28. *And see* AGO 06-34 (members of a local advocacy council, who are attending a closed session of the statewide advocacy council during the discussion of one of the local council's cases, may not remain in the closed session when the statewide advocacy council is considering cases from other advocacy councils which are unrelated to the local advocacy council's cases).

c. Disclosure of matters discussed at closed meeting

In a 2014 informal opinion, the Attorney General's Office considered whether the unauthorized disclosure by a council member of information discussed during a closed "shade meeting" held pursuant to s. 286.011(8), F.S., would violate the Sunshine Law or have other legal consequences. The opinion concluded that the prohibitions and penalties for violation of the Sunshine Law that are set forth in s. 286.011(3), F.S., appear to be directed only at persons who attend closed meetings that should have been open to the public. *See* Inf. Op. to Pritt, November 26, 2014. Accordingly, the Attorney General's Office was unable to conclude that unauthorized disclosure of matters disclosed at a valid closed session would violate the Sunshine

Law. *Id.* However, other statutory provisions, such as ss. 112.313(8), 112.51, or 839.26, F.S., relating to disclosure of privileged information could apply to this situation. *Id. And see* AGO 03-09 (exemption for collective bargaining strategy sessions in s. 447.605[1], F.S., does not directly address the dissemination of information that may be obtained at the closed meeting, but there is clear legislative intent that matters discussed during such meetings are not to be open to public disclosure).

4. Special act exemptions

Prior to July 1, 1993, exemptions from the Sunshine Law could be created by special act. Article I, s. 24, Fla. Const., however, now limits the Legislature's ability to enact an exemption from the constitutional right of access to open meetings established thereunder. While exemptions in effect on July 1, 1993, remain in force until repealed, the Constitution requires that exemptions enacted after that date must be by general law. Such law must state with specificity the public necessity for the exemption and be no broader than necessary to accomplish that stated purpose.

F. REMEDIES AND PENALTIES

1. Criminal penalties

A knowing violation of the Sunshine Law is a misdemeanor of the second degree. Section 286.011(3)(b), F.S. *See Carlson v. Florida Department of Revenue*, 227 So. 3d 1261, 1263 (Fla. 1st DCA 2017), declaring that the Sunshine Law is "serious business," because "there is criminal liability for officials who knowingly disregard it." *Cf. Parris v. State,* 359 So. 3d 1178 (Fla. 4th DCA 2023), upholding a conviction for violating the Sunshine Law because sufficient evidence showed that a councilmember "knowingly participated in a meeting that was not 'open to the public' and for which 'reasonable notice' was not given."

A person convicted of a second degree misdemeanor may be sentenced to a term of imprisonment not to exceed 60 days and/or fined up to $500. Sections 775.082(4)(b) and 775.083(1)(e), F.S. The criminal penalties apply to members of advisory councils subject to the Sunshine Law as well as to members of elected or appointed boards. AGO 01-84 (school advisory council members).

Conduct which occurs outside the state which constitutes a knowing violation of the Sunshine Law is a second degree misdemeanor. Section 286.011(3)(c), F.S. Such violations are prosecuted in the county in which the board or commission normally conducts its official business while violations occurring within the state may be prosecuted in that county. Section 910.16, F.S.

2. Removal from office

When a method for removal from office is not otherwise provided by the Florida Constitution or by law, the Governor may suspend an elected or appointed public officer who is indicted or informed against for any misdemeanor arising directly out of his or her official duties. Section 112.52(1), F.S. If convicted, the officer may be removed from office by executive order of the Governor. Section 112.52(3), F.S. A person who pleads guilty or nolo contendere or who is found guilty is, for purposes of s. 112.52, F.S., deemed to have been convicted, notwithstanding the suspension of sentence or the withholding of adjudication. *Id. Cf.* s. 112.51, F.S. (municipal officers) and Art. IV, s. 7, Fla. Const. (state and county officers). *And see Thompson v. Napotnik,* 923 So. 2d 537, 540 (Fla. 5th DCA 2006) (violation of the Sunshine Law can constitute malfeasance for purposes of s. 100.361(2)(d), F.S., providing grounds for recall of elected municipal officers).

3. Noncriminal infractions

Section 286.011(3)(a), F.S., imposes noncriminal penalties for violations of the Sunshine Law by providing that any public officer violating the provisions of the Sunshine Law is guilty of a noncriminal infraction, punishable by a fine not exceeding $500. It has been held that the

state attorney may pursue such actions on behalf of the state. *State v. Foster,* 12 F.L.W. Supp. 1194a (Fla. Broward Co. Ct. September 26, 2005). *Accord* AGO 91-38. *Cf. State v. Foster,* 13 F.L.W. Supp. 385a (Fla. 17th Cir. Ct. January 25, 2006), in which the circuit court found that no right to a jury trial is triggered when an individual faces a noncriminal charge of violating the Sunshine Law.

If a nonprofit corporation is subject to the Sunshine Law, its board of directors constitute "public officers" for purposes of s. 286.011(3)(a), F.S. AGO 98-21. *See Goosby v. State,* No. GF05-(001122-001130,001135)-BA (Fla. 10th Cir. Ct. December 22, 2006), available online in the Cases database at the open government site at myfloridalegal.com (members of the Polk County Opportunity Council, which had assumed and exercised a delegated governmental function, were "public officers" for purposes of the Sunshine Law and subject to the imposition of the noncriminal infraction fine). *Compare, State v. Dorworth,* No. 14-MM-5841 (Fla. Orange Co. Ct. October 21, 2014), *affirmed,* No. 14-AP-48 (Fla. 9th Cir. Ct. August 19, 2015), available online in the Cases database at the open government site at myfloridalegal.com, dismissing a misdemeanor charge against a lobbyist who was accused of violating the Sunshine Law by relaying information between board members and thereby aiding the members to meet without complying with the Sunshine Law. The trial judge determined that by charging the lobbyist, the state attorney "expanded the reach of the Sunshine Law to private citizens; and, the Legislature did not intend for the statute to apply to private citizens."

4. Attorney's fees

Reasonable attorney's fees will be assessed against a board or commission found to have violated the Sunshine Law. Section 286.011(4), F.S. *See Indian River County Hospital District v. Indian River Memorial Hospital, Inc.,* 766 So. 2d 233, 235 (Fla. 4th DCA 2000), concluding that the trial court erred by failing to assess attorney's fees against a nonprofit hospital corporation found to have violated the Sunshine Law. *And see* s. 286.011(5), F.S., authorizing the assessment of attorney fees if a board appeals an order finding the board in violation of the Sunshine Law and the order is affirmed.

While s. 286.011(4), F.S., authorizes an award of appellate fees if a person successfully appeals a trial court order denying access, the statute "does not supersede the appellate rules, nor does it authorize the trial court to make an initial award of appellate attorney's fees." *School Board of Alachua County v. Rhea,* 661 So. 2d 331 (Fla. 1st DCA 1995), *review denied,* 670 So. 2d 939, 332 (Fla. 1996). Thus, a person prevailing on appeal must file an appropriate motion in the appellate court in order to receive appellate attorney's fees. *Id.* If a board appeals an order finding the board in violation of the Sunshine Law, and the order is affirmed, "the court shall assess a reasonable attorney's fee for the appeal" against the board. Section 286.011(5), F.S.

Attorney's fees may be assessed against the individual members of the board except in those cases where the board sought, and took, the advice of its attorney. Section 286.011(4) and (5), F.S.

If a member of a board or commission charged with a violation of s. 286.011, F.S., is subsequently acquitted, the board or commission is authorized to reimburse that member for any portion of his or her reasonable attorney's fees. Section 286.011(7), F.S. *Cf.* AGO 86-35, stating that this subsection does not authorize the reimbursement of attorney's fees incurred during an investigation of alleged sunshine violations when no formal charges were filed, although common law principles may permit such reimbursement.

Reasonable attorney's fees may be assessed against the individual filing an action to enforce the provisions of s. 286.011, F.S., if the court finds that it was filed in bad faith or was frivolous. Section 286.011(4), F.S. The fact that a plaintiff may be unable to prove that a secret meeting took place, however, does not necessarily mean that attorney's fees will be assessed. *See Bland v. Jackson County,* 514 So. 2d 1115, 1116 (Fla. 1st DCA 1987), concluding that although the

plaintiff was unable to prove that a meeting in violation of the Sunshine Law took place, the evidence showed that the county commission unanimously voted on the issue in an open public meeting without identifying what they were voting on and without any discussion and under these circumstances an inference might reasonably be drawn that the commissioners had no need to discuss the action being taken because they had already discussed and decided the issue before the public meeting.

5. Civil actions for injunctive or declaratory relief

Section 286.011(2), F.S., states that the circuit courts have jurisdiction to issue injunctions upon application by any citizen of this state. *See Allen v. United Faculty of Miami-Dade College,* 197 So. 3d 604 (Fla. 3d DCA 2016) (Public Employees Relations Commission [PERC] properly dismissed unfair labor practice charge alleging a violation of the Sunshine Law, as s. 286.011, F.S., is enforceable only by the courts, not by PERC). *Cf. Godheim v. City of Tampa*, 426 So. 2d 1084, 1088 (Fla. 2d DCA 1983), rejecting an argument that Godheim lacked standing to raise a Sunshine Law violation, and finding that the Sunshine Law on its face gives him standing without regard to whether he suffered a special injury. *Accord Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021) ("The School Board concedes on appeal that the trial court erred in ruling that the Plaintiffs lacked standing," citing *Godheim*).

While normally irreparable injury must be proved by the plaintiff before an injunction may be issued, in Sunshine Law cases the mere showing that the law has been violated constitutes "irreparable public injury." *Town of Palm Beach v. Gradison,* 296 So. 2d 473 (Fla. 1974); and *Times Publishing Company v. Williams,* 222 So. 2d 470 (Fla. 2d DCA 1969), *disapproved in part on other grounds, Neu v. Miami Herald Publishing Company,* 462 So. 2d 821 (Fla. 1985). The plaintiff's burden is to "establish by the greater weight of the evidence" that a meeting which should have been held in the sunshine took place on the date alleged. *Lyon v. Lake County,* 765 So. 2d 785, 789 (Fla. 5th DCA 2000).

A complaint for injunctive relief must allege by name or sufficient description the identity of the public official with whom the defendant public official has violated the Sunshine Law. *Deerfield Beach Publishing, Inc. v. Robb,* 530 So. 2d 510 (Fla. 4th DCA 1988). *And see Forehand v. School Board of Gulf County, Florida,* 600 So. 2d 1187 (Fla. 1st DCA 1992) (plaintiff was not denied a fair and impartial hearing because the board only briefly deliberated in public before a vote was taken as there was no evidence that the board had privately deliberated on this issue); and *Law and Information Services v. City of Riviera Beach,* 670 So. 2d 1014 (Fla. 4th DCA 1996) (patent speculation, absent any allegation that a nonpublic meeting in fact occurred, is insufficient to state a cause of action).

Although a court cannot issue a blanket order enjoining any violation of the Sunshine Law based upon a finding that the law was violated in particular respects, a court may enjoin a future violation that bears some resemblance to the past violation. *See Board of Public Instruction of Broward County v. Doran,* 224 So. 2d 693, 699-700 (Fla. 1969), *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1*, 652 So. 2d 1169, 1173 (Fla. 4th DCA 1995), and *Citizens for Sunshine, Inc. v. Martin County School Board,* 125 So. 3d 184 (Fla. 4th DCA 2013). *See also Wood v. Marston,* 442 So. 2d 934 (Fla. 1983) (trial court's permanent injunction affirmed). *Compare Leach-Wells v. City of Bradenton,* 734 So. 2d 1168, 1170n. 1 (Fla. 2d DCA 1999), in which the court noted that had a citizen appealed the trial court's denial of her motion for temporary injunction based on a selection committee's alleged violation of the Sunshine Law, the appellate court "would have had the opportunity to review this matter before the project was completed and to direct that the City be enjoined from entering into a final contract with the developer until after such time as the ranking of the proposals could be accomplished in compliance with the Sunshine Law."

The future conduct must be "specified, with such reasonable definiteness and certainty that the defendant could readily know what it must refrain from doing without speculation and

conjecture." *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1, supra,* quoting from *Board of Public Instruction v. Doran,* 224 So. 2d 693, 699 (Fla. 1969). *And see Lozman v. City of Riviera Beach,* No. 502007CA007552XXXXMB (Fla. 15th Cir. Ct. June 9, 2009), *per curiam affirmed,* 46 So. 3d 573 (Fla. 4th DCA 2010), available online in the Cases database at the open government site at myfloridalegal.com (injunctive relief against future violations of city to record minutes of certain meetings appropriate in light of city's past conduct and consistent refusal to record such minutes even after being advised to do so by the city attorney and because the city "has continuously taken the legal position that local governments are not required by the Sunshine Law to record minutes").

Declaratory relief is not appropriate where no present dispute exists but where governmental agencies merely seek judicial advice different from that advanced by the Attorney General and the state attorney or an injunctive restraint on the prosecutorial discretion of the state attorney. *Askew v. City of Ocala,* 348 So. 2d 308 (Fla. 1977).

6. Validity of action taken in violation of the Sunshine Law and subsequent corrective action

Section 286.011, F.S., provides that no resolution, rule, regulation or formal action shall be considered binding except as taken or made at an open meeting.

Recognizing that the Sunshine Law should be construed so as to frustrate all evasive devices, the courts have held that action taken in violation of the law is void ab initio. *Town of Palm Beach v. Gradison,* 296 So. 2d 473 (Fla. 1974). *Accord Sarasota Citizens For Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010), noting that "where officials have violated section 286.011, the official action is void ab initio." *See Silver Express Company v. District Board of Lower Tribunal Trustees,* 691 So. 2d 1099 (Fla. 3d DCA 1997) (selection committee rankings resulting from a meeting held in violation of the Sunshine Law are void ab initio and agency enjoined from entering into contract based on such rankings); *TSI Southeast, Inc. v. Royals,* 588 So. 2d 309 (Fla. 1st DCA 1991) (contract for sale and purchase of real property voided because board failed to properly notice the meeting under s. 286.011, F.S.); *Grapski v. City of Alachua,* 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010) (by failing to open its minutes to public inspection and copying in a timely and reasonable manner, prejudice is presumed and therefore city's approval of minutes is null and void ab initio); and *Brown v. Denton,* 152 So. 3d 8 (Fla. 1st DCA 2014), (upholding trial court ruling that voided an agreement reached after closed-door mediation sessions which resulted in changes to pension benefits of city employees in certain unions). *Compare* s. 286.0114(8), F.S. (an action taken by a board or commission which is found to be in violation of s. 286.0114, F.S. [providing a right to be heard on a proposition before a state or local board or commission] "is not void as a result of that violation").

Similarly, a circuit judge found that where two members of civil service board held a private discussion about a pending case during a recess, the board's subsequent findings in the case were "null and void" and the city must reconvene the board and hear the evidence de novo. *Citizens for Sunshine, Inc. v. City of Sarasota,* No. 2010CA4387NC (Fla. 12th Cir. Ct. February 27, 2012), available online in the Cases database at the open government site at myfloridalegal.com. *And see Ribaya v. Board of Trustees of City Pension Fund for Firefighters and Police Officers in City of Tampa,* 162 So. 3d 348, 356 (Fla. 2d DCA 2015) (although there appears to be no case law "squarely resolving" whether a wrongful exclusion of one person would void all actions taken at the meeting, "there is legal support for that proposition").

A violation need not be "clandestine" in order for a contract to be invalidated because "the principle that a Sunshine Law violation renders void a resulting official action does not depend upon a finding of intent to violate the law or resulting prejudice." *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1*, 652 So. 2d 1169, 1171 (Fla. 4th DCA 1995). *But see Killearn Properties, Inc. v. City of Tallahassee,* 366 So. 2d 172 (Fla. 1st DCA 1979), *cert. denied,* 378 So. 2d 343 (Fla. 1979) (city which had received benefits under contract was

estopped from claiming contract invalid as having been entered into in violation of the Sunshine Law).

Where, however, a public board or commission does not merely perfunctorily ratify or ceremoniously accept at a later open meeting those decisions which were made at an earlier secret meeting but rather takes "independent final action in the sunshine," the decision of the board or commission will not be disturbed. *Tolar v. School Board of Liberty County,* 398 So. 2d 427, 429 (Fla. 1981). *Accord Bruckner v. City of Dania Beach,* 823 So. 2d 167, 171 (Fla. 4th DCA 2002) (Sunshine violations "can be cured by independent, final action completely in the Sunshine"). *And see Monroe County v. Pigeon Key Historical Park,* Inc., 647 So. 2d 857, 861 (Fla. 3d DCA 1994) (adoption of the open government constitutional amendment, Art. I, s. 24, Fla. Const., did not overrule the *Tolar* "standard of remediation"). *Cf. Board of County Commissioners of Sarasota County v. Webber,* 658 So. 2d 1069 (Fla. 2d DCA 1995) (no evidence suggesting that board members met in secret during a recess to reconsider and deny a variance and then perfunctorily ratified this decision at the public hearing held a few minutes later); *B.M.Z. Corporation v. City of Oakland Park,* 415 So. 2d 735 (Fla. 4th DCA 1982) (where no evidence that any decision was made in private, subsequent formal action in sunshine was not merely perfunctory ratification of secret decisions or ceremonial acceptance of secret actions).

Thus, in a case involving the validity of a lease approved by a board of county commissioners after an advisory committee held two unnoticed meetings regarding the lease, a court held that the Sunshine Law violations were cured when the board of county commissioners held open public hearings after the unnoticed meetings, an effort was made to make available to the public the minutes of the unnoticed meetings, the board approved a lease that was markedly different from that recommended by the advisory committee, and most of the lease negotiations were conducted after the advisory committee had concluded its work. *Monroe County v. Pigeon Key Historical Park, Inc.,* 647 So. 2d 857, 860-861 (Fla. 3d DCA 1994).

Similarly, a school board remedied an inadvertent violation of the Sunshine Law when it subsequently held full, open and independent public hearings prior to adopting a redistricting plan. *Finch v. Seminole County School Board,* 995 So. 2d 1068, 1073 (Fla. 5th DCA 2008). *And see Sarasota Citizens for Responsible Government v. City of Sarasota,* 48 So. 3d 755 (Fla. 2010) (any possible violations that occurred when county commissioners circulated e-mails among each other were cured by four subsequent public meetings involving discussion of multiple proposals); *Jackson v. City of Tallahassee*, 265 So. 3d 736 (Fla. 1st DCA 2019) (public city commission meeting to fill a vacancy on the commission, which included a full discussion of the appointment, candidate presentations, more than an hour of public comment, and numerous speakers, cured any purported violation that may have occurred during the application process). *Cf. Anderson v. City of St. Pete Beach,* 161 So. 3d 548, 553-554 (Fla. 2d DCA 2014), noting that "even when an illicit action is 'cured' it does not absolve a public body of its responsibility for violating the Sunshine Law in the first instance; it simply provides a way to salvage a void act by reconsidering it in Sunshine."

It must be emphasized, however, that only a full open hearing will cure the defect; a violation of the Sunshine Law will not be cured by a perfunctory ratification of the action taken outside of the sunshine. *Spillis Candela & Partners, Inc. v. Centrust Savings Bank,* 535 So. 2d 694 (Fla. 3d DCA 1988). *See also Anderson v. City of St. Pete Beach,* 161 So. 3d at 553 (city failed to cure Sunshine Law violation since it merely perfunctorily ratified in public session what had already been decided in closed meetings).

For example, in *Zorc v. City of Vero Beach,* 722 So. 2d 891, 903 (Fla. 4th DCA 1998), *review denied,* 735 So. 2d 1284 (Fla. 1999), the Fourth District explained why a subsequent city council meeting did not cure the council's prior violation of the Sunshine Law:

> It is evident from the record that the meeting was not a full reexamination of the issues, but rather, was merely the perfunctory

> acceptance of the City's prior decision. This was not a full, open public hearing convened for the purpose of enabling the public to express its views and participate in the decision-making process. Instead, this was merely a Council meeting which was then opened to the public for comment at the City's request. There was no significant discussion of the issues or a discourse as to the language sought to be included. The City Councilmen were provided with transcripts of the hearings, but none reviewed the language previously approved, and the Council subsequently voted to deny reconsideration of the wording.

More recently, the Fourth District reversed an order granting summary judgment in favor of a city which claimed that a special meeting cured an alleged Sunshine Law violation arising from approval of a separation agreement for the departing city manager. The court observed that the entire proceeding lasted less than 15 minutes and "no one mentioned the terms of the agreement, nor did they discuss at length the reasons for the termination." *Transparency for Florida, Inc. v. City of Port St. Lucie*, 240 So. 3d 780, 786 (Fla. 4th DCA 2018). According to the court, "[t]he meeting may be more perfunctory . . . than the meeting in *Zorc." Id. And see Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available online in the Cases database at the open government site at myfloridalegal.com (minutes of school board meeting did not go into enough depth to carry the school district's burden of proving a cure of an advisory committee's violation of the Sunshine Law; the violation can be remedied only when all matters previously considered by the advisory committee are brought by independent action into the sunshine). *Cf.* AGO 12-31 (audit committee's statutorily prescribed function to create a request for proposals may not be delegated to a subordinate entity; the committee may not, therefore, ratify a defective request for proposals which was created and issued by the county's financial officer contrary to the requirements of the law).

Similarly, a school board's argument that it had cured Sunshine violations committed by its textbook committees because it held two public board meetings on the textbook recommendations, and also posted all the materials online, was rejected based on a finding that the board had failed to hold "a full and open hearing" on the recommendations. *Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So. 3d 22 (Fla. 2d DCA 2021). The court found it significant that under a school board policy, the board could not choose a textbook on its own by considering other alternatives from the textbooks previously considered by the committee. Instead, if the board rejected a textbook, the matter would go back to the textbook committee for a new review and recommendation.

Moreover, an appellate court warned that while subsequent public board meetings may have "cured" a Sunshine Law violation, "if a pattern of Sunshine Law violations existed before this violation, then perhaps we may have found that any subsequent school board actions were merely 'perfunctory ratification[s] of secret actions and decisions.'" *Citizens for Sunshine, Inc. v. Martin County School Board,* 125 So. 3d 184, 189 (Fla. 4th DCA 2013). *See Bert Fish Foundation v. Southeast Volusia Hospital District,* No. 2010-20801-CINS (Fla. 7th Cir. Ct. February 24, 2011), available online in the Cases database at the open government site at myfloridalegal.com (series of public meetings did not "cure" Sunshine Law violations that resulted from 21 closed door meetings over 16 months; "[t]here was so much darkness for so long, that a giant infusion of sunshine might have been too little or too late").

7. Damages

The only remedies provided for in the Sunshine Law are a declaration of the wrongful action as void and reasonable attorney fees. *Dascott v. Palm Beach County,* 988 So. 2d 47 (Fla. 4th DCA 2008), *review denied,* 6 So. 3d 51 (Fla. 2009) (equitable recovery of back pay not authorized for employment termination conducted in violation of Sunshine Law).

PART II

PUBLIC RECORDS

A. SCOPE OF THE PUBLIC RECORDS ACT

Florida's Public Records Law, Ch. 119, F.S., provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. In the absence of a statutory exemption, this right of access applies to all materials made or received by an agency in connection with the transaction of official business which are used to perpetuate, communicate or formalize knowledge. Access to public records has been described as a "cornerstone of our political culture." *In re Report & Recommendations of Judicial Mgmt. Council of Fla. on Privacy & Elec. Access to Court Records,* 832 So. 2d 712, 713 (Fla. 2002).

Section 119.011(2), F.S., defines "agency" to include:

> any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

A right of access to records is also recognized in Art. I, s. 24, Fla. Const., which applies to virtually all state and local governmental entities, including the legislative, executive and judicial branches of government. The only exceptions are those established by law or by the Constitution.

Section 119.011(12), F.S., defines "public records" to include:

> all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980). All such materials, regardless of whether they are in final form, are open for public inspection unless the Legislature has exempted them from disclosure. *Wait v. Florida Power & Light Company,* 372 So. 2d 420 (Fla. 1979). Exemption summaries are found in Appendix D.

The term "public record" is not limited to traditional written documents. As the statutory definition states, "tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission" can all constitute public records. *And see National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201 (Fla. 1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010) ("public records law is not limited to paper documents but applies, as well, to documents that exist only in digital form"). *Cf. Church of Scientology Flag Service Org., Inc. v. Wood,* No. 97-688CI-07 (Fla. 6th Cir. Ct. February 27, 1997), available online in the Cases database at the open government site at myfloridalegal.com (physical specimens relating to an autopsy are not public records because in order to constitute a "public record" for purposes of Ch. 119, "the record itself must be susceptible of some form of copying . . . .").

Clearly, as technology changes the means by which agencies communicate, manage, and store information, public records will take on increasingly different forms. Yet, the comprehensive scope of the term "public records" will continue to make the information open to public inspection unless exempted by law.

Article I, s. 24, Fla. Const., establishes a constitutional right of access to any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf, except those records exempted pursuant to Art. I, s. 24, Fla. Const., or specifically made confidential by the Constitution. *See State ex rel. Clayton v. Board of Regents,* 635 So. 2d 937 (Fla. 1994) ("[O]ur Constitution requires that public officials must conduct public business in the open and that public records must be made available to all members of the public."); and *Rhea v. District Board of Trustees of Santa Fe College,* 109 So. 3d 851, 855 (Fla. 1st DCA 2013) ("A citizen's access to public records is a fundamental constitutional right in Florida"). The complete text of Art. I, s. 24, Fla. Const., the Public Records and Meetings Amendment, may be found in Appendix A.

B. WHAT ENTITIES ARE COVERED? APPLICATION OF THE PUBLIC RECORDS ACT TO:

1. Advisory boards

The definition of "agency" for purposes of Ch. 119, F.S., is not limited to governmental entities. A "public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency" is also subject to the requirements of the Public Records Act. *See also* Art. I, s. 24(a), Fla. Const., providing that the constitutional right of access to public records extends to "any public body, officer, or employee of the state, *or persons acting on their behalf* . . . ." (e.s.)

Thus, the Attorney General's Office has concluded that the records of an employee advisory committee, established pursuant to special law to make recommendations to a public hospital authority, are subject to Ch. 119, F.S., and Art. I, s. 24(a), Fla. Const. AGO 96-32. *And see* Inf. Op. to Nicoletti, November 18, 1987, stating that the Loxahatchee Council of Governments, Inc., formed by eleven public agencies to study and make recommendations on local governmental issues was an "agency" for purposes of Ch. 119, F.S.

2. Private organizations

A more complex question is presented when a private corporation or entity provides services for, or receives funds from, a governmental body. The term "agency," as used in the Public Records Act, includes private entities "acting on behalf of any public agency." Section 119.011(2), F.S. The Florida Supreme Court has stated that this broad definition of "agency" ensures that a public agency cannot avoid disclosure by contractually delegating to a private entity that which would otherwise be an agency responsibility. *News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc.,* 596 So. 2d 1029 (Fla. 1992). *Cf. Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc.,* 718 So. 2d 227, 229n.4 (Fla. 3d DCA 1998) (private company operating state university bookstores is an "agency" as defined in s. 119.011[2], F.S., "[n]otwithstanding the language in its contract with the universities that purports to deny any agency relationship"); and *Schwartzman v. Merritt Island Volunteer Fire Department,* 352 So. 2d 1230 (Fla. 4th DCA 1977), *cert. denied,* 358 So. 2d 132 (Fla. 1978) (private nonprofit volunteer fire department, which had been given stewardship over firefighting, which conducted its activities on county-owned property, and which was funded in part by public money, was an "agency" for purposes of the Public Records Act, and its membership files, minutes of its meetings and charitable activities were subject to disclosure).

While the mere act of contracting with, or receiving public funds from, a public agency is not sufficient to subject a private entity to Ch.119, F.S., the following discussion considers when the statute has been held applicable to private entities.

a. Private entities created pursuant to law or by public agencies

The fact that a private entity is incorporated as a nonprofit corporation is not dispositive as to its status under the Public Records Act, but rather the issue is whether the entity is "acting on behalf of" a public agency. The Attorney General's Office has issued numerous opinions advising that if a private entity is created by law or by a public agency, it is subject to Ch. 119 disclosure requirements. The following are some examples of such entities: Pace Property Finance Authority, Inc., created as a Florida nonprofit corporation by Santa Rosa County to provide assistance in the funding and administration of certain governmental programs, AGO 94-34; South Florida Fair and Palm Beach County Expositions, Inc., created pursuant to Ch. 616, F.S., AGO 95-17; rural health networks established as nonprofit legal entities to plan and deliver health care services on a cooperative basis pursuant to s. 381.0406, F.S., Inf. Op. to Ellis, March 4, 1994. *And see* s. 20.41(8), F.S., providing that area agencies on aging, described as "nongovernmental, independent, not-for-profit corporations" are "subject to [the Public Records Act], and, when considering any contracts requiring the expenditure of funds, are subject to ss. 286.011-286.012, relating to public meetings."

b. Private entities contracting with public agencies or receiving public funds

There is no single factor which is controlling on the question of when a private corporation, not otherwise connected with government, becomes subject to the Public Records Act. However, the courts have held that the mere act of contracting with a public agency is not dispositive. *See, e.g., News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc., supra* (private corporation does not act "on behalf of" a public agency merely by entering into a contract to provide architectural services to the agency); *Parsons & Whittemore, Inc. v. Metropolitan Dade County,* 429 So. 2d 343 (Fla. 3d DCA 1983); *Stanfield v. Salvation Army,* 695 So. 2d 501, 503 (Fla. 5th DCA 1997) (contract with county to provide services does not in and of itself subject the organization to Ch. 119 disclosure requirements). *And see Weekly Planet, Inc. v. Hillsborough County Aviation Authority,* 829 So. 2d 970 (Fla. 2d DCA 2002) (fact that private development is located on land the developer leased from a governmental agency does not transform the leases between the developer and other private entities into public records).

Similarly, the receipt of public funds, standing alone, is not dispositive of the organization's status for purposes of Ch. 119, F.S. *See Sarasota Herald-Tribune Company v. Community Health Corporation, Inc.,* 582 So. 2d 730 (Fla. 2d DCA 1991) (mere provision of public funds to the private organization is not an important factor in this analysis, although the provision of a substantial share of the capitalization of the organization is important); and *Times Publishing Company v. Acton,* No. 99-8304 (Fla. 13th Cir. Ct. November 5, 1999), available online in the Cases database at the open government site at myfloridalegal.com (attorneys retained by individual commissioners in a criminal matter were not "acting on behalf of" a public agency for purposes of Ch. 119, F.S., even though county commission subsequently voted to pay the legal expenses in accordance with a county policy providing for reimbursement of legal expenses to officers successfully defending charges filed against them arising out of the performance of their official duties). *Cf.* Inf. Op. to Cowin, November 14, 1997 (fact that nonprofit medical center is built on property owned by the city would not in and of itself be determinative of whether the medical center's meetings and records are subject to open government requirements).

The courts have relied on "two general sets of circumstances" in determining when a private entity is "acting on behalf of" a public agency and must therefore produce its records under Ch. 119, F.S. *See Weekly Planet, Inc. v. Hillsborough County Aviation Authority,* 829 So. 2d 970, 974 (Fla. 2d DCA 2002); *B & S Utilities, Inc. v. Baskerville-Donovan, Inc.,* 988 So. 2d 17 (Fla. 1st DCA 2008), *review denied,* 4 So. 3d 1220 (Fla. 2009); and *County of Volusia v. Emergency Communications Network, Inc.,* 39 So. 3d 1280 (Fla. 5th DCA 2010). Each of these circumstances or tests is discussed below.

(1) "Totality of factors" test

Recognizing that "the statute provides no clear criteria for determining when a private

entity is 'acting on behalf of' a public agency," the Supreme Court adopted a "totality of factors" test to serve as a guide for evaluating whether a private entity is subject to Ch. 119, F.S. *News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc.,* 596 So. 2d 1029, 1031 (Fla. 1992). *See New York Times Company v. PHH Mental Health Services, Inc.,* 616 So. 2d 27 (Fla. 1993); *Wells v. Aramark Food Service Corporation,* 888 So. 2d 134 (Fla. 4th DCA 2004).

Accordingly, when a public agency contracts with a private entity to provide goods or services to facilitate the agency's performance of its duties, the courts have considered the "totality of factors" in determining whether there is a significant level of involvement by the public agency so as to subject the private entity to Ch. 119, F.S. *See Weekly Planet, Inc. v. Hillsborough County Aviation Authority, supra* at 974.

The factors listed by the Supreme Court in *Schwab* include the following:

1) the level of public funding;
2) commingling of funds;
3) whether the activity was conducted on publicly owned property;
4) whether the contracted services are an integral part of the public agency's chosen decision-making process;
5) whether the private entity is performing a governmental function or a function which the public agency otherwise would perform;
6) the extent of the public agency's involvement with, regulation of, or control over the private entity;
7) whether the private entity was created by the public agency;
8) whether the public agency has a substantial financial interest in the private entity;
9) for whose benefit the private entity is functioning.

Thus, the application of the totality of factors test will often require an analysis of the statutes, ordinances or charter provisions which establish the function to be performed by the private entity as well as the contract, lease or other document between the governmental entity and the private organization.

For example, in AGO 92-37 the Attorney General's Office, following a review of the Articles of Incorporation and other materials relating to the establishment and functions of the Tampa Bay Performing Arts Center, Inc., concluded that the center was an "agency" subject to the Public Records Act, noting that the center was governed by a board of trustees composed of a number of city and county officials or appointees of the mayor, utilized city property in carrying out its goals to benefit the public, and performed a governmental function. *See also* AGOs 97-27 (documents created or received by the Florida International Museum after the date of its purchase/lease/option agreement with city subject to disclosure under Ch. 119, F.S.), 92-53 (John and Mable Ringling Museum of Art Foundation, Inc., subject to Public Records Act), and 11-01. *Cf.* Inf. Op. to Goodman, September 26, 2016 (in the absence of a request from the chief of the volunteer fire department or additional information making the relationship between the town and the fire department clearer, the Attorney General's Office may not respond formally to town attorney's inquiry about the application of the Public Records Act to the town's volunteer fire department).

By contrast, an architectural firm providing architectural services associated with construction of school facilities was found to be outside the scope of the Public Records Act. *See News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc., supra. See also Sipkema v. Reedy Creek Improvement District,* No. CI96114 (Fla. 9th Cir. Ct. May 29, 1996), *per curiam affirmed,* 697 So. 2d 880 (Fla. 5th DCA 1997), *review dismissed,* 699 So. 2d 1375 (Fla. 1997), available online in the Cases database at the open government site at myfloridalegal.com

(private security force providing services on Walt Disney World property, including traffic control and accident reports is not subject to Ch. 119), *Trepal v. State,* 704 So. 2d 498 (Fla. 1997) (soft drink company cooperating with law enforcement in the testing of soda bottles during an investigation of a poisoning death is outside the scope of the Public Records Act); and Inf. Op. to Michelson, January 27, 1992 (telephone company supplying cellular phone services to city officials for city business is not an "agency" since the company was not created by the city, did not perform a city function, and did not receive city funding except in payment for services rendered). *Cf. National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 182 (Fla. 1st DCA 2017) (trial court conclusion that insurance rating organization violated Public Records Act was erroneous because the court "expressly declined to apply the *Schwab* factors" prior to making this determination).

Stated another way, "[a] private entity *does not* act on behalf of a public agency merely by entering a contract to provide professional services to the agency." *Holifield v. Big Bend Cares, Inc.*, 326 So. 3d 739 (Fla. 1st DCA 2021) [Emphasis supplied by the court]. Thus, the Public Records Act did not apply to a private corporation providing health care services pursuant to a contract with a state agency because the private corporation was not created pursuant to any governmental action, the amounts paid were all paid in consideration for professional services already rendered, and the agency did not delegate any decision-making authority to the corporation, nor did it control or regulate the corporation's professional activity or judgment. *Id. And see National Council on Compensation Insurance v. Fee*, 219 So. 3d 172, 182 (Fla. 1st DCA 2017) (trial court conclusion that insurance rating organization violated Public Records Act was erroneous because the court "expressly declined to apply the *Schwab* factors" prior to making this determination).

(2) Delegation of function test

While the mere act of contracting with a public agency is not sufficient to bring a private entity within the scope of the Public Records Act, there is a difference between a party contracting with a public agency to provide services to the agency and a contracting party which provides services in place of the public body. *News-Journal Corporation v. Memorial Hospital-West Volusia, Inc.,* 695 So. 2d 418 (Fla. 5th DCA 1997), *approved,* 729 So. 2d 373 (Fla. 1999). *And see Weekly Planet, Inc. v. Hillsborough County Aviation Authority,* 829 So. 2d 970, 974 (Fla. 2d DCA 2002).

For example, if a private entity contracts to relieve the public body from the operation of a public obligation such as operating a jail or providing fire protection, the open government laws apply. *News-Journal Corporation v. Memorial Hospital-West Volusia, Inc.,* 695 So. 2d 418 (Fla. 5th DCA 1997), *approved,* 729 So. 2d 373 (Fla. 1999). *And see Dade Aviation Consultants v. Knight Ridder, Inc.,* 800 So. 2d 302, 307 (Fla. 3d DCA 2001) (consortium of private businesses created to manage a massive renovation of an airport was an "agency" for purposes of the Public Records Act because it was created for and had no purpose other than to work on the airport contract; "when a private entity undertakes to provide a service otherwise provided by the government, the entity is bound by the Act, as the government would be"); and *Fox v. News-Press Publishing Company,* 545 So. 2d 941, 943 (Fla. 2d DCA 1989) (upholding a trial court decision finding that business records maintained by a towing company in connection with its contract with a city were public records, as the company "was clearly performing what is essentially a governmental function, i.e., the removal of wrecked and abandoned automobiles from public streets and property"). *See also* AGOs 08-66 (Public Records Act applies to not-for-profit corporation contracting with city to carry out affordable housing responsibilities and screening applicant files for such housing); 99-53 (while not generally applicable to homeowners associations, Ch. 119 applies to an architectural review committee of a homeowners association which is required by county ordinance to review and approve applications for county building permits as a prerequisite to consideration by the county building department); and 07-44 (property owners association, delegated performance of services otherwise performed by municipal services taxing unit, subject to Public Records Act when acting on behalf of the taxing unit). *Compare* AGO 87-44 (records of a private nonprofit corporation pertaining to a fund established for improvements to city parks were not public

records since the corporation raised and disbursed only private funds and had not been delegated any governmental responsibilities or functions).

Thus, in *Stanfield v. Salvation Army,* 695 So. 2d 501 (Fla. 5th DCA 1997), the Fifth District recognized that the delegation of function test was the appropriate standard to use to determine that records generated by the Salvation Army in performing a contract to provide misdemeanor services for a county were subject to Ch. 119, F.S. As stated by the court: "Because we find the statutory and contractual delegation of governmental responsibility so compelling in this case, it is unnecessary to engage in the factor-by-factor analysis outlined in *Schwab*." *Stanfield,* 695 So. 2d at 503. *B & S Utilities v. Baskerville-Donovan Inc.,* 988 So. 2d. 17, 21 (Fla. 1st DCA 2008), citing to *Memorial Hospital-West Volusia, Inc. v. News-Journal Corp.,* 729 So. 2d 373 (Fla. 1999). In *Baskerville,* the court recognized that while the "totality of factors" test favored a private engineering firm's position that it was not an agency, "the fact that the City delegated its municipal engineering functions" to [the firm] "is *dispositive*." *Baskerville,* 988 So. 2d at 22. (e.s.)

The following are other examples of private businesses and nonprofit entities which were delegated a governmental function and thus determined to be subject to the Public Records Act in carrying out that function:

> **Corrections company operating county jail:** *Times Publishing Company v. Corrections Corporation of America,* No. 91-429 CA 01 (Fla. 5th Cir. Ct. December 4, 1991), *affirmed per curiam,* 611 So. 2d 532 (Fla. 5th DCA 1993), available online in the Cases database at the open government site at myfloridalegal.com. *And see Prison Health Services, Inc. v. Lakeland Ledger Publishing Company,* 718 So. 2d 204 (Fla. 2d DCA 1998), *review denied,* 727 So. 2d 909 (Fla. 1999) (medical services).
>
> **Employment search firm:** *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.* 379 So. 2d 633 (Fla. 1980). *Accord* AGO 92-80 (materials made or received by recruitment company in the course of its contract with a public agency to seek applicants and make recommendations to the board regarding the selection of an executive director, subject to Ch. 119).
>
> **Humane society investigating animal abuse for county:** *Putnam County Humane Society, Inc. v. Woodward,* 740 So. 2d 1238 (Fla. 5th DCA 1999).

However, the "delegation of function" test should not be used unless there is a "clear, compelling, complete delegation of a governmental function" to the private entity. *Economic Development Commission v. Ellis,* 178 So. 3d 118, 123 (Fla. 5th DCA 2015). In *Ellis,* the Fifth District found that the trial judge should not have used the delegation test to determine whether a private economic development entity (EDC) under contract with the county to provide services was an "agency." The appellate court explained that the EDC was the county's "primary" but not its "sole" agency for economic development activity. *Id.* The county "continued to carry out economic development activities itself through its own paid county employees and in conjunction with other entities to the exclusion of EDC." *Id.* In other words, "EDC did not take over the county's role or completely assume the county's provision of economic development services." *Id.* Because "EDC provided services to, not in place of, the county," the trial judge should have applied the "totality of factors" test instead of the "delegation of function" test. *Id.*

c. Private company delegated authority to keep certain records

If a public agency has delegated its responsibility to maintain records necessary to perform its functions, such records have been deemed to be accessible to the public. *See, e.g., Harold v. Orange County,* 668 So. 2d 1010 (Fla. 5th DCA 1996) (where county hired a private company to be the construction manager on a county project and delegated to the company the responsibility

of maintaining records necessary to show compliance with a "fairness in procurement ordinance," the company's records for this purpose were public records). *See also Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc.,* 718 So. 2d 227 (Fla. 3d DCA 1998), *review denied,* 729 So. 2d 389 (Fla. 1999) (private company operating a campus bookstore pursuant to a contract with a state university is the custodian of public records made or received by the store in connection with university business).

d. Subcontractors

A circuit court has addressed whether a subcontractor may be subject to the Public Records Act if both the subcontractor and contractor have been delegated a public function. In *Multimedia Holdings Corporation v. CRSPE, Inc.,* No 03-3474-G (Fla. 20th Cir. Ct. December 3, 2003), available online in the Cases database at the open government site at myfloridalegal.com, the court required a consulting firm to disclose its timesheets and internal billing records generated pursuant to a subcontract with another firm (CRSPE) which had entered into a contract with a town to prepare a traffic study required by the Department of Transportation. Rejecting the subcontractor's argument that Ch. 119, F.S., did not apply to it because it was a subcontractor, not the contractor, the court found that the study was prepared and submitted jointly by both consultants; both firms had acted in place of the town in performing the tasks required by the department: "[T]he Public Records Act cannot be so easily circumvented simply by CRSPE delegating its responsibilities to yet another private entity."

e. Other statutory provisions governing records of private entities

(1) Contract requirements

Section 119.0701, F.S., mandates that all agency contracts for services must contain specific provisions requiring the contractor to comply with public records laws, including retention and public access requirements. The term "contractor" is defined to mean "an individual, partnership, corporation or business entity that enters into a contract for services with a public agency *and* is acting on behalf of the public agency as provided under s. 119.011(2), [F.S.]." Section 119.0701(1)(a), F.S. (e.s.). "Thus, based on the terms of section 119.0701(1)(a), Florida Statutes, the nature and scope of the services provided by a private contractor determine whether he or she is 'acting on behalf of' an agency and thus, would be subject to the requirements of the statute." AGO 14-06. For more information on when a private entity is determined to be "acting on behalf of" a public agency for purposes of s. 119.011(2), F.S., please refer to the preceding discussion on pages 61-64.

In addition, contracts entered into or amended after July 1, 2016, must contain a statement, in the form prescribed by the statute, providing the contact information for the public agency's custodian of public records in the event that the contractor has questions about its duty to provide public records relating to the contract. Section 119.0701(2)(a), F.S. A request for records for records relating to the contract must be made directly to the public agency. Section 119.0701(3)(a), F.S. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. *Id.* Sections 119.0701(3) and (4), F.S., establish consequences in the event of a contractor's noncompliance.

Section 287.058(1)(c), F.S., provides, with limited exceptions, that *every* procurement for contracted services by a *state* agency be evidenced by a written agreement containing a provision allowing unilateral cancellation by the agency for the contractor's refusal to allow public access to "all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt" from disclosure.

(2) Legislative appropriation

Section 11.45(3)(e), F.S., states that all records of a nongovernmental agency, corporation,

or person with respect to the receipt and expenditure of an appropriation made by the Legislature to that entity "shall be public records and shall be treated in the same manner as other public records are under general law." *Cf.* AGO 96-43 (Astronauts Memorial Foundation, a nonprofit corporation, is subject to the Sunshine Law when performing those duties funded under the General Appropriations Act).

(3) Public funds used for dues

Section 119.01(3), F.S., provides that if an agency spends public funds in payment of dues or membership contributions to a private entity, then the private entity's financial, business and membership records pertaining to the public agency are public records and subject to the provisions of s. 119.07, F.S.

3. Judiciary

a. Public Records Act inapplicable to judicial records

Relying on separation of powers principles, the courts have consistently held that the judiciary is not an "agency" for purposes of Ch. 119, F.S. *See, e.g., Times Publishing Company v. Ake,* 660 So. 2d 255 (Fla. 1995) (the judiciary, as a coequal branch of government, is not an "agency" subject to supervision or control by another coequal branch of government); *State v. Wooten*, 260 So. 3d 1060, 1069 (Fla. 4th DCA 2018) ("Access to judicial branch records is governed by the rules and decisions of the Florida Supreme Court, not Chapter 119, Florida Statutes."); and *Locke v. Hawkes,* 595 So. 2d 32 (Fla. 1992). *Cf.* s. 119.0714(1), F.S., stating that "[n]othing in this chapter shall be construed to exempt from [s. 119.07(1), F.S.] a public record that was made a part of a court file *and that is not specifically closed by order of court . . . .*" (e.s.) *And see Tampa Television, Inc. v. Dugger,* 559 So. 2d 397 (Fla. 1st DCA 1990) (Legislature has recognized the distinction between documents sealed under court order and those not so sealed, and has provided for disclosure of the latter only).

However, the Florida Supreme Court has expressly recognized that "both civil and criminal proceedings in Florida are public events" and that it will "adhere to the well established common law right of access to court proceedings and records." *Barron v. Florida Freedom Newspapers,* 531 So. 2d 113, 116 (Fla. 1988). *See also Russell v. Miami Herald Publishing Co.,* 570 So. 2d 979, 982 (Fla. 2d DCA 1990), in which the court stated: "[W]e recognize that the press has a general right to access of judicial records." *And see C.H.-C v. Miami Herald Publishing Co.*, 262 So. 3d 226 (Fla. 3d DCA 2018) (trial court did not abuse its discretion in finding that newspaper had proper interest in access to redacted transcript of judicial review dependency hearing involving minor children).

b. Public access to and protection of judicial branch records, Fla. R. Gen. Prac. & Jud. Admin. 2.420

(1) Scope of the rule

Although the judiciary is not an "agency" for purposes of Ch. 119, F.S., there is a constitutional right of access to judicial records established by Art. I, s. 24, of the Florida Constitution. In accordance with this directive, access to records of the judicial branch is governed by Florida Rule of General Practice and Judicial Administration 2.420, entitled "Public Access to and Protection of Judicial Branch Records." *See* 2.420(a), Fla. R. Gen. Prac. & Jud. Admin., providing that "[t]he public shall have access to all records of the judicial branch of government except as provided [in the rule]." *Cf. Morency v. State*, 223 So. 3d 439 (Fla. 5th DCA 2017), noting that "electronic records, videotapes, or stenographic tapes of depositions or other proceedings filed with the clerk, and electronic records, videotapes or stenographic tapes of court proceedings" are included within the scope of the rule; and *Wright v. State*, 324 So. 3d 1282 (Fla. 1st DCA 2021) (defendant entitled to obtain electronic records of plea hearing to the extent that such records exist).

According to the Florida Supreme Court, rule 2.420 is "intended to reflect the judiciary's responsibility to perform both an administrative function and an adjudicatory function." *In re*

Amendments to the Florida Rules of Judicial Administration--Public Access to Judicial Records, 608 So. 2d 472 (Fla. 1992). In its administrative role, the judiciary is a governmental entity expending public funds and employing government personnel. Thus, "records generated while courts are acting in an administrative capacity should be subject to the same standards that govern similar records of other branches of government." *Id.* at 472-473. *See also Media General Convergence, Inc. v. Chief Judge of the Thirteenth Judicial Circuit,* 840 So. 2d 1008, 1016 (Fla. 2003) (when an individual complains to a chief circuit judge about judicial misconduct involving sexual harassment or sexually inappropriate behavior by a judge, the records made or received by the chief judge "constitute 'judicial records' subject to public disclosure absent an applicable exemption").

An online version of Fla. R. Gen. Prac & Jud. Admin. 2.420 is also available at: www.floridabar.org.

(2) Confidential judicial records

Rule 2.420(c)(1) through (6) lists confidential judicial branch records. Examples include trial and appellate court memoranda, complaints alleging misconduct against judges and other court personnel until probable cause is established, periodic evaluations implemented solely to assist judges in improving their performance, information (other than names and qualifications) about persons seeking to serve as unpaid volunteers unless made public by the court based upon a showing of materiality or good cause, and copies of arrest and search warrants until executed or until law enforcement determines that execution cannot be made.

Rule 2.420(d)(1) states that except as provided in subdivision(d), the clerk of court shall designate and maintain the confidentiality of any information contained within a court record that is described in subdivision (d). Subdivision (d)(1)(A) references "information described by any of the subdivisions (c)(1) through (c)(6)." Subdivision (d)(1)(B) contains a list of specific statutory exemptions. Subdivision (d)(1)(C) states that in "civil cases" as that term is defined in the rule, the clerk shall not be required to designate and maintain information as confidential unless the filer follows the notice procedures set forth in subdivision (d)(2), the filer files a Motion to Determine Confidentiality of Court Records as set forth in subdivision (d)(3), the filing is deemed confidential by court order, or the case itself is confidential by law. *Cf.* s. 119.0714(2)(g), F.S., providing that the clerk of court is not liable for the release of information that is required by the Florida Rules of Judicial Administration to be identified by the filer as confidential if the filer fails to make the required identification of the confidential information to the clerk.

Although rule 2.420(c)(1)-(6) lists specific confidential records, subdivision (c)(8) of the rule provides a general exemption from disclosure for records presently deemed to be confidential by court rule, Florida Statutes, prior Florida case law, and by rules of the Judicial Qualifications Commission. *See State v. Buenoano,* 707 So. 2d 714, 718 (Fla. 1998). In addition, Fla. R. Gen. Prac. & Jud. Admin. 2.420(c)(7) provides an exemption for "all records made confidential under the Florida and United States Constitutions and Florida and federal law."

Subdivision (c)(9)(A) of rule 2.420 establishes the grounds for determining confidentiality of a court record. The degree, duration, and manner of confidentiality ordered by the court shall be no broader than necessary to protect the interests set forth in subdivision (c)(9)(A). Fla. R. Gen. Prac. & Jud. Admin. 2.420(c)(9)(B). *Cf. Barfield v. Doe*, 348 So. 3d 1156 (Fla. 4th DCA 2022) (while 2.420(c)(9)(A)(vi) allows a court to shield a record from public view when confidentiality is required to "avoid substantial injury to a party by disclosure of matters protected by a common law or privacy right not generally inherent in the specific type of proceeding sought to be closed," litigants cannot have a reasonable expectation of privacy concerning matters that are inherent to their civil proceeding).

Procedures for judicial determinations of requests for confidentiality of court records and for obtaining access to confidential court records are referenced in rule 2.420(e)-(j). For example, rule 2.420(f)(3) states that "any motion to determine whether a court record that pertains to a plea agreement, substantial assistance agreement, or other court record that reveals the identity of a

confidential informant or active criminal investigative information is confidential under subdivision (c)(9)(A)(i), (c)(9)(A)(iii), (c)(9)(A)(v), or (c)(9)(A)(vii) of this rule may be made in the form of a written motion captioned 'Motion to Determine Confidentiality of Court Records.'" *And see Herman v. Smiley,* 380 So. 3d 1198 (Fla. 4th DCA 2024) (the review of orders regarding access to judicial records under rule 2.420 is by way of a petition under Florida Rule of Appellate Procedure 9.100(d)(1), providing that a petition to review an order excluding the public from judicial records must be filed in the court as soon as practicable following rendition of the order to be reviewed, no later than 30 days after rendition of the order).

(3) Procedures for accessing judicial branch records under rule 2.420

"Requests and responses to requests for access to records under this rule shall be made in a reasonable manner." Fla. R. Gen. Prac. & Jud. Admin. 2.420(m). Requests must be in writing and directed to the custodian. *Id. See Morris Publishing Group, LLC v. State,* 13 So. 3d 120 (Fla. 1st DCA 2009), in which the court denied a Florida newspaper's records request for an audio tape related to a shooting since the request was made orally instead of in writing as required by the rule. In a commentary to the decision incorporating the written request provision, the Court cautioned that the "writing requirement is not intended to disadvantage any person who may have difficulty writing a request; if any difficulty exists, the custodian should aid the requestor in reducing the request to writing." *Commentary, In re Report of the Supreme Court Workgroup on Public Records,* 825 So. 2d 889, 898 (Fla. 2002).

A public records request "shall provide sufficient specificity to enable the custodian to identify the requested records. The reason for the request is not required to be disclosed." Fla. R. Gen. Prac. & Jud. Admin. 2.420(m)(1).

The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records,* 825 So. 2d 889, 898 (Fla. 2002).

The custodian shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Gen. Prac. & Jud. Admin. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

Expedited review of denials of access to administrative records of the judicial branch shall be provided through an action for mandamus, or other appropriate relief. Fla. R. Gen. Prac. & Jud. Admin. 2.420(l). *See Jacobs Keeley, PLLC v. Chief Judge of the Seventeenth Judicial Circuit,* 169 So. 3d 192 (Fla. 4th DCA 2015). *And see C.H.-C v. Miami Herald Publishing Co.*, 262 So. 3d 226 (Fla. 3d DCA 2018) (trial court did not abuse its discretion in finding that newspaper had proper interest in access to redacted transcript of judicial review dependency hearing involving minor children).

c. Discovery material

The Florida Supreme Court has ruled that there is no First Amendment right of access to unfiled discovery materials. *Palm Beach Newspapers v. Burk,* 504 So. 2d 378 (Fla. 1987) (discovery in criminal proceedings); and *Miami Herald Publishing Company v. Gridley,* 510 So. 2d 884 (Fla. 1987), *cert. denied,* 108 S.Ct. 1224 (1988) (civil discovery). *Cf. Lewis v. State,* 958 So. 2d 1027 (Fla. 5th DCA 2007) (*Burk* applies to a request for unfiled depositions made during an ongoing, active criminal prosecution but does not extend to a defendant's request for deposition transcripts after the conviction becomes final; such transcripts must be produced in accordance with Ch. 119, F.S.). *And see SCI Funeral Services of Florida, Inc. v. Light,* 811 So. 2d 796, 798 (Fla. 4th DCA 2002), noting that even though there is no constitutional right of access to prefiled discovery materials, "it does not necessarily follow that there is a constitutional right to *prevent* access to discovery." (emphasis supplied by the court).

Even though unfiled discovery material is not accessible under the First Amendment, it may be open to inspection under Ch. 119, F.S., if the document is a public record which is otherwise subject to disclosure under that law. *See, e.g., Tribune Company v. Public Records,* 493 So. 2d 480, 485 (Fla. 2d DCA 1986), *review denied sub nom., Gillum v. Tribune Company,* 503 So. 2d 327 (Fla. 1987), in which the court reversed a trial judge's ruling limiting inspection of police records produced in discovery to those materials which were made part of an open court file because "this conflicts with the express provisions of the Public Records Act." *And see Smithwick v. Television 12 of Jacksonville, Inc.*, 730 So. 2d 795 (Fla. 1st DCA 1999) (trial court properly required defense counsel to return discovery documents once it realized that its initial order permitting removal of the documents from the court file had been entered in error because the requirements of rule 2.420 had not been met).

Thus, in *Florida Freedom Newspapers, Inc. v. McCrary,* 520 So. 2d 32 (Fla. 1988), the Court noted that where pretrial discovery material developed for the prosecution of a criminal case had reached the status of a public record under Ch. 119, F.S., the material was subject to public inspection as required by that statute in the absence of a court order finding that release of the material would jeopardize the defendant's right to a fair trial. *See also Rameses, Inc. v. Demings,* 29 So. 3d 418 (Fla. 5th DCA 2010) (government not precluded from asserting applicable statutory exemptions to public records that have been disclosed during discovery to a criminal defendant). *And see Post-Newsweek Stations, Florida, Inc. v. Doe,* 612 So. 2d 549 (Fla. 1992) (public's statutory right of access to pretrial discovery information in a criminal case must be balanced against a nonparty's constitutional right to privacy).

d. Florida Bar

"Given that The Florida Bar is 'an official arm of the court,' see R. Regulating Fla. Bar, Introduction, [the Florida Supreme] Court has previously rejected the Legislature's power to regulate which Florida Bar files were subject to public records law . . . ." *The Florida Bar v. Committee,* 916 So. 2d 741, 745 (Fla. 2005). *See also The Florida Bar, In re Advisory Opinion Concerning the Applicability of Ch. 119, Florida Statutes,* 398 So. 2d 446, 448 (Fla. 1981) (Ch. 119, F.S., does not apply to unauthorized practice of law investigative files maintained by the Bar). *Cf. Florida Board of Bar Examiners Re: Amendments to the Rules of the Supreme Court of Florida Relating to Admissions to the Bar,* 676 So. 2d 372 (Fla. 1996) (no merit to argument that under Art. I, s. 24, Fla. Const., all records in possession of Board of Bar Examiners should be open for inspection by applicant and the public).

e. Judicial Qualifications Commission and judicial nominating commissions

Proceedings by or before the Judicial Qualifications Commission are confidential until formal charges against a justice or judge are filed by the Commission with the clerk of the Florida Supreme Court; upon a finding of probable cause and the filing of formal charges with the clerk, the charges and all further proceedings before the Commission are public. *See* Art. V, s. 12(a)(4), Fla. Const; *Media General Convergence, Inc. v. Chief Judge of the Thirteenth Judicial Circuit,* 840 So. 2d 1008 (Fla. 2003).

With regard to judicial nominating commissions, Art. V, s. 11(d), Fla. Const., provides that "[e]xcept for deliberations of the . . . commissions, the proceedings of the commissions and their records shall be open to the public." *See* Inf. Op. to Frost, November 4, 1987, concluding that correspondence between a member of a judicial nominating commission and persons wishing to obtain an application for a vacant seat on a District Court of Appeal is a public record subject to disclosure.

However, records pertaining to voting, including vote sheets, ballots, and ballot tally sheets "are clearly part of the deliberation process" and, therefore, are not subject to public disclosure. *Justice Coalition v. The First District Court of Appeal Judicial Nominating Commission,* 823 So. 2d 185, 192 (Fla. 1st DCA 2002). In addition, personal notes of individual commission members made during the deliberation process are not subject to disclosure because they are mere "precursors"

of governmental records, and thus fall outside the definition of "public record." *Id., citing Shevin v. Byron, Harless, Schaffer, Reid and Associates Inc.,* 379 So. 2d 633 (Fla. 1980).

f. Jury records

(1) Grand jury

Proceedings before a grand jury are secret; therefore, records prepared for use of the grand jury during the regular performance of its duties are not subject to s. 119.07(1), F.S. *See Buchanan v. Miami Herald Publishing Company,* 206 So. 2d 465 (Fla. 3d DCA 1968), *modified*, 230 So. 2d 9 (Fla. 1969) (grand jury proceedings are "absolutely privileged"); and *In re Grand Jury, Fall Term 1986*, 528 So. 2d 51 (Fla. 2d DCA 1988), affirming a trial court order barring public disclosure of motions filed in accordance with s. 905.28, F.S., to repress or expunge stemming from a grand jury presentment not accompanied by a true bill or indictment. *See also* AGO 90-48 (as an integral part of the grand jury proceeding to secure witnesses, grand jury subpoenas would fall under the "absolute privilege" of the grand jury and not be subject to disclosure under Ch. 119, F.S.).

Thus, a letter written by a city official to the grand jury is not subject to public inspection. AGO 73-177. Similarly, a circuit court held that the list of grand jurors is confidential. *Wood v. Childers,* No. 13-CA-000877 (Fla. 1st Cir. Ct. April 16, 2013), *per curiam affirmed,* 130 So. 3d 1282 (Fla. 1st DCA 2014) available online in the case database at myfloridalegal.com. *Accord* Inf. Op. to Alexander, September 8, 1995. However, the clerk of court is not authorized to redact the name of a grand jury foreperson or the acting foreperson from an indictment after it has been made public. AGO 99-09.

It is important to emphasize, however, that the exemption from disclosure for grand jury records does not apply to those records which were prepared by a public agency independent of a grand jury investigation. Thus, public records which are made or received by an agency in the performance of its official duties do not become confidential simply because they are subsequently viewed by the grand jury as part of its investigation. As the court stated in *In re Grand Jury Investigation, Spring Term 1988,* 543 So. 2d 757, 759 (Fla. 2d DCA 1989):

> Nor can we allow the grand jury to become a sanctuary for records which are otherwise accessible to the public. The mere fact that documents have been presented to a grand jury does not, in and of itself, cloak them in a permanent state of secrecy.

Accordingly, a state attorney and sheriff must provide public access to investigative records regarding a judge that were compiled independently of and prior to a grand jury's investigation of the judge. *In re Grand Jury Investigation, Spring Term 1988, supra. See also In re Subpoena To Testify Before Grand Jury,* 864 F.2d 1559 (11th Cir. 1989) (trial court's authority to protect grand jury process enabled court to prevent disclosure of materials prepared for grand jury proceedings; however, court not empowered to prohibit disclosure of documents assembled independent of grand jury proceedings).

There are a number of statutes which relate to secrecy of grand jury proceedings. *See* ss. 905.24-905.28, F.S., and s. 905.395, F.S. (statewide grand jury). *Cf. In re: Final Report of the 20th Statewide Grand Jury*, 343 So. 3d 584 (Fla. 4th DCA 2022) (s. 905.395 F.S., does not prohibit statewide grand jury from including witness testimony in the report it intends to release) and *CA Florida Holdings, LLC v. Aronberg,* 360 So. 3d 1149 (Fla. 4th DCA 2023) (recognizing a court's "inherent authority to order disclosure" under former s. 905.27(1)(c), F.S. (2023). *See now* s. 905.27, F.S., as amended by Ch. 2024-7, Laws of Florida.

(2) Trial jury

In *Kever v. Gilliam,* 886 So. 2d 263 (Fla. 1st DCA 2004), the appellate court ruled that the clerk of court was required to comply with appellant's public records request for names and addresses of trial court jurors empanelled in his trial. *Accord* AGO 05-61 (statute requiring

Department of Highway Safety and Motor Vehicles to provide driver license information to courts for purposes of establishing jury selection lists does not operate to exempt from public disclosure jurors' names and addresses appearing on a jury list compiled by the clerk of court). *Cf. Sarasota Herald-Tribune v. State,* 916 So. 2d 904, 909 (Fla. 2d DCA 2005) (while "[t]here are unquestionably times when it might be necessary for a trial judge to impose media restrictions on the publication of juror information, . . ." trial court order prohibiting news media from publishing names and addresses of prospective or seated jurors in the high profile murder trial constituted a prior restraint on speech); and *WPTV-TV v. State,* 61 So. 3d 1191 (Fla. 5th DCA 2011) (given exceptional media coverage and public interest in upcoming criminal trial, trial court's decision to withhold location of jury selection until a time proximate to the start of the trial was not a material departure from essential requirements of law).

g. Sunshine in Litigation Act

The Sunshine in Litigation Act, s. 69.081, F.S., provides, with limited exceptions, that no court shall enter an order or judgment which has the purpose or effect of concealing a public hazard or which has the purpose or effect of concealing any information which may be useful to members of the public in protecting themselves from injury which may result from a public hazard. *See State v. American Tobacco Company,* No. CL 95-1466-AH (Fla. 15th Cir. Ct. July 28, 1997), available online in the Cases database at the open government site at myfloridalegal.com (upholding constitutionality of Sunshine in Litigation Act).

Additionally, s. 69.081(8), F.S., provides, subject to certain exceptions, that any portion of an agreement which has the purpose or effect of concealing information relating to the settlement or resolution of any claim or action against an agency is void, contrary to public policy, and may not be enforced. Settlement records must be maintained in compliance with Ch. 119, F.S. *See* Inf. Op. to Barry, June 24, 1998 (agency not authorized to enter into a settlement agreement authorizing the concealment of information relating to an adverse personnel decision from the remainder of a personnel file.

A governmental entity, except a municipality or county, settling a claim in tort which requires the expenditure of more than $5,000 in public funds, is required to provide notice pursuant to Ch. 50, F.S., of the settlement in the county in which the claim arose within 60 days of entering into the settlement. No notice is required if the settlement has been approved by a court of competent jurisdiction. Section 69.081(9), F.S.

4. Legislature

The Public Records Act does not apply to the legislative branch. *Locke v. Hawkes,* 595 So. 2d 32 (Fla. 1992) (definition of "agency" in the Public Records Act does not include the Legislature or its members). There is, however, a constitutional right of access to legislative records provided in Art. I, s. 24, Fla. Const., which provides that "[e]very person has the right to inspect or copy any public record made or received in connection with the official business of any public body . . . ." This right of access specifically includes the legislative branch. Article I, s. 24(a), Fla. Const. The Legislature, however, may provide by general law for the exemption of records provided that such law must state with specificity the public necessity justifying the exemption and be no broader than necessary to accomplish the stated purpose of the law. Article I, s. 24(c), Fla. Const. Each house of the Legislature is authorized to adopt rules governing the enforcement of this section for records of the legislative branch. *Id.* Any statutes providing limitations on access which were in effect on July 1, 1993, continue in force and apply to records of the legislative branch until repealed. Article I, s. 24(d), Fla. Const.

In accordance with Art. I, s. 24(c), Fla. Const., the Senate and House of Representatives have adopted rules relating to records of the legislative branch. These rules may be accessed online at flsenate.gov (Florida Senate) and myfloridahouse.gov (Florida House of Representatives).

In addition, s. 11.0431(2), F.S., lists legislative records which are exempt from inspection and copying. The text of s. 11.0431, F.S., is set forth in Appendix E. *See League of Women Voters v. Florida House of Representatives,* 132 So. 3d 135, 153 (Fla. 2013) ("We agree that the first issue to be decided is whether the draft [apportionment] plans fall within the scope of the public records exemption in section 11.0431[2][e], Florida Statutes [2012], and that this exemption should be strictly construed in favor of disclosure"). *And see* s. 11.26(1), F.S. (legislative employees are forbidden from revealing to anyone outside the area of their direct responsibility the contents or nature of any request for services made by any member of the Legislature except with the consent of the legislator making the request); and s. 15.07, F.S. (the journal of the executive session of the Senate shall be kept free from inspection or disclosure except upon order of the Senate itself or some court of competent jurisdiction).

5. Governor and Cabinet

The Governor and Cabinet have duties which derive from both the Constitution and the Legislature. Because of separation of powers principles, the legislatively created Public Records Act does not apply to records gathered in the course of carrying out a specific duty or function which has been assigned to the Governor and Cabinet by the Constitution rather than by statute. *See* AGO 86-50, stating that materials collected by the former Parole and Probation Commission [now known as the Florida Commission on Offender Review] pursuant to direction of the Governor and Cabinet for pardons or other forms of clemency authorized by Art. IV, s. 8(a), Fla. Const., are not subject to Ch. 119, F.S.

The Public Records Act, however, does apply to the Governor and Cabinet when sitting in their capacity as a board created by the Legislature or whose powers are prescribed by the Legislature, such as the Board of Trustees of the Internal Improvement Trust Fund. In such cases, the Governor and Cabinet are not exercising powers derived from the Constitution but are subject to the "dominion and control" of the Legislature.

In addition, Art. I, s. 24, Fla. Const., establishes a constitutional right of access by providing that "every person" shall have a right of access to public records of the executive branch and of "each constitutional officer, board, and commission, or entity created pursuant to law or this Constitution" except as otherwise provided in this section or specifically made confidential in the Constitution.

6. Commissions created by the Constitution

A board or commission created by the Constitution is not subject to Ch. 119, F.S., inspection requirements when such board or commission is carrying out its constitutionally prescribed duties. *Cf. Kanner v. Frumkes*, 353 So. 2d 196 (Fla. 3d DCA 1977) (judicial nominating commissions are not subject to s. 286.011, F.S.); and AGO 77-65 (Ch. 120, F.S., is inapplicable to Constitution Revision Commission established by Art. XI, s. 2, Fla. Const., because the commission is authorized in that section to adopt its own rules of procedure).

Accordingly, the Public Records Act does not apply to the clemency investigative files and reports produced by the Florida Commission on Offender Review [formerly the Parole Commission] on behalf of the Governor and Cabinet relating to the granting of clemency; release of such materials is governed by the Rules of Executive Clemency adopted by the Governor and Cabinet, sitting as the clemency board. *Parole Commission v. Lockett*, 620 So. 2d 153 (Fla. 1993). *Accord Jennings v. State*, 626 So. 2d 1324 (Fla. 1993). *And see* AGO 86-50.

There is, however, a difference between the status of a commission created by the Constitution which exercises constitutional duties and a commission whose creation is merely authorized by the Constitution and whose duties are established by law. While the former is not subject to the Public Records Act, it has been held that a commission performing duties assigned to it by the Legislature must comply with the open government laws. *See Turner v. Wainwright*, 379 So. 2d 148 (Fla. 1st DCA 1980), *affirmed and remanded*, 389 So. 2d 1181 (Fla. 1980), holding that the Parole Commission [now known as the Florida Commission on Offender

Review] which Art. IV, s. 8(c), Fla. Const., recognizes may be created by law, is subject to s. 286.011, F.S., in carrying out its statutory duties and responsibilities relating to parole.

Moreover, Art. I, s. 24, Fla. Const., provides a constitutional right of access for public records of each branch of government, and "each constitutional officer, board, and commission, or entity created pursuant to law or this Constitution." The only exceptions to the right of access are those records exempted pursuant to s. 24 or specifically made confidential by the Constitution. Article I, s. 24(a), Fla. Const. *See King v. State*, 840 So. 2d 1047 (Fla. 2003) (clemency records exempt pursuant to s. 14.28, F.S., providing that records made or received by any state entity pursuant to a Board of Executive Clemency investigation are not subject to public disclosure).

C. WHAT RECORDS ARE COVERED? APPLICATION OF THE PUBLIC RECORDS ACT TO:

This section discusses the application of the Public Records Act to various records made or received by agencies in the course of official business. Many, but not all of the statutory exemptions to disclosure for particular records or information are also referenced. For a more complete listing of statutory exemptions, please refer to Appendices C and D and the Index.

1. Adoption and birth records

Except for birth records over 125 years old which are not under seal pursuant to court order, all birth records are considered to be confidential documents and exempt from public inspection; such records may be disclosed only as provided by law. Section 382.025(1), F.S.; AGO 74-70. *Cf.* s. 383.51, F.S. (the identity of a parent who leaves an infant at a hospital, emergency medical services station, or fire station in accordance with s. 383.50, F.S., is confidential).

Adoption records are also confidential and may not be disclosed except as provided in s. 63.162, F.S. *And see* s. 63.165(1), F.S. (state adoption registry); and s. 63.0541, F.S. (putative father registry).

An unadopted individual, however, has the right to obtain his or her birth records which include the names of the individual's parents from the hospital in which he or she was born. *Atwell v. Sacred Heart Hospital of Pensacola*, 520 So. 2d 30 (Fla. 1988).

2. Autopsy and death records

a. Autopsy reports

Autopsy reports made by a district medical examiner pursuant to Ch. 406, F.S., are generally public records and are open to the public for inspection in the absence of an exemption. AGO 78-23. *And see Bludworth v. Palm Beach Newspapers, Inc.*, 476 So. 2d 775, 777 (Fla. 4th DCA 1985), *review denied*, 488 So. 2d 67 (Fla. 1986), noting that a former statutory exemption precluding release of autopsy reports had been repealed. *Cf. Church of Scientology Flag Service Org., Inc. v. Wood*, No. 97-688CI-07 (Fla. 6th Cir. Ct. February 27, 1997), available online in the Cases database at the open government site at myfloridalegal.com (physical specimens relating to an autopsy are not public records).

However, an autopsy report of a minor whose death was related to an act of domestic violence or a person whose manner of death was suicide held by a medical examiner is confidential and exempt. Section 406.135(2)(b)(c) F.S. Specific disclosures are authorized as provided in the exemption. *Id.*

Moreover, "[d]ocuments or records made confidential by statute do not lose such status upon receipt by the medical examiner." AGO 78-23. *See Church of Scientology Flag Service Org., Inc. v. Wood*, supra (predeath medical records in the possession of the medical examiner are not subject to public inspection).

In addition, statutory exemptions from disclosure, such as the exemption for active criminal investigative information, may apply to an autopsy report. AGO 78-23. *See Williams v. City of Minneola*, 575 So. 2d 683 (Fla. 5th DCA), *review denied*, 589 So. 2d 289 (Fla. 1991), noting the application of the active criminal investigative information exemption to information contained in autopsy records.

b. Autopsy photographs and recordings

Section 406.135(2)(a), F.S., provides that a photograph or video or audio recording of an autopsy held by a medical examiner is confidential and may not be released except as provided by court order or as otherwise authorized in the exemption. *See* AGOs 03-25 and 01-47, discussing the circumstances under which autopsy photographs and recordings may be viewed or copied. *And see* Inf. Op. to Lynn, July 25, 2007 (exemption applies to photographs and recordings taken or made by the medical examiner as a part of the autopsy process, including those taken before, during, and after the medical examiner performs the actual autopsy procedure). *Cf. Campus Communications, Inc. v. Earnhardt*, 821 So. 2d 388 (Fla. 5th DCA 2002), *review denied*, 848 So. 2d 1153 (Fla. 2003) (upholding trial court finding that newspaper failed to establish good cause for release of autopsy photographs of race car driver). *Compare Sarasota Herald-Tribune v. State*, 924 So. 2d 8, 14 (Fla. 2d DCA 2005), *review denied*, 918 So. 2d 293 (Fla. 2005), *cert. dismissed*, 126 S. Ct. 1139 (2006), in which the district court reversed a trial court order that had barred the media from viewing autopsy photographs that were admitted into evidence in open court during a murder trial; according to the appellate court, s. 406.135, F.S., "does not render these *court exhibits* confidential." (e.s.)

c. Photographs, video and audio recordings that depict or record the killing of a law enforcement officer, the killing of a minor, the killing of a victim of mass violence, or the suicide of a person

A photograph or video or audio recording that depicts or records the killing of a law enforcement officer acting in accordance with his or her official duties, or the killing of a minor, or the killing of a victim of mass violence, or the suicide of a person, is confidential and exempt from s. 119.07(1), F.S., and may not be disclosed except as authorized in the exemption. Section 119.071(2)(p), F.S. For more information please refer to the discussion on pages 125-126.

d. Death certificates

Information relating to cause of death in all death and fetal death records, and the parentage, marital status, and medical information of fetal death records are confidential and exempt from s. 119.07(1), F.S., except for health research purposes as approved by the Department of Health. Section 382.008(6), F.S. *And see* s. 28.2221(5)(a), F.S. (clerk of court not authorized to place certain records, including death certificates, on a publicly available Internet website); s. 382.008(8), F.S. (confidential information in nonviable birth certificates). *Cf. Department of Health v. Rehabilitation Center at Hollywood Hills, LLC*, 259 So. 3d 979, 982 (Fla. 1st DCA 2018), overturning the lower court's order holding the agency in contempt for failing to produce death certificates of all Floridians who died within a specified time period because, among other things, the final judgment "failed to take into account the confidential or exempt status of information in the death certificates it ordered the Department to produce").

Section 382.025(2)(a), F.S., provides for the Department of Heath to authorize the issuance of a certified copy of all or part of a death or fetal death certificate, excluding the portion that is confidential pursuant to s. 382.008, F.S., upon payment of the fee prescribed by that section. The statute also specifies those persons and governmental agencies authorized to receive a copy of a death certificate that includes the confidential portions. All portions of a death certificate cease to be exempt 50 years after the death. Section 382.025(2)(b), F.S.

3. Child and vulnerable adult abuse and protection records

a. Department of Children and Families abuse records

(1) Confidentiality of abuse records

Generally, reports of abused children or vulnerable adults which are received by the Department of Children and Families (DCF) are confidential and exempt from disclosure, except as expressly provided by statute. *See ss*. 39.202(1) and 415.107(1), F.S.

Thus, a union representative may not attend that portion of an investigatory interview between the DCF inspector general and an employee requiring the discussion of information taken from a child abuse investigation that is confidential under s. 39.202, F.S. AGO 99-42. *And see* s. 383.412(2)(b), F.S., providing that any information held by the State Child Abuse Death Review Committee or a local committee which reveals the identity of a deceased child whose death has been reported to the central abuse hotline but determined not to be the result of abuse or neglect, or which reveals the identity of the surviving siblings, family members, or others living in the home of such deceased child is confidential and exempt from disclosure requirements. In addition, the identity of the surviving siblings of a deceased child whose death occurred as the result of a verified report of abuse or neglect is confidential. Section 383.412(2)(a), F.S.

All records and reports of the Child Protection Team of the Department of Health are confidential and exempt, and shall not be disclosed, except, upon request, to the state attorney, law enforcement, DCF, and necessary professionals in furtherance of the treatment or additional evaluative needs of the child, by court order, or to health plan payors, limited to that information used for insurance reimbursement purposes. Section 39.202(6), F.S. *And see* s. 415.1103(10)(a), F.S. (information contained in a record created by an elder or vulnerable adult fatality review team that reveals the identity of a victim of abuse, exploitation or neglect or the identity of persons responsible for the welfare of such victim is confidential and exempt from disclosure requirements).

(2) Release of abuse records

Section 39.2021(1), F.S., authorizes any person or organization, including DCF, to petition the court to make public DCF records relating to its investigation into alleged abuse, neglect, exploitation or abandonment of a child. The court shall determine if good cause exists for public access to the records and is required to balance the best interest of the child and the interests of the child's siblings, together with the privacy rights of other persons identified in the reports against the public interest. *Id*.

This "balancing process" thus "requires the trial court to weigh the harm to the child against the benefit to the public that would potentially result from the disclosure of the records at issue." *In re Records of the Department of Children and Family Services*, 873 So. 2d 506, 513 (Fla. 2d DCA 2004). To perform this function, the trial court must conduct an in camera review because "[i]t is impossible to judge the potential impact of the disclosure of information contained in records without knowing what that information is." *Id*. at 514. *But see Department of Health and Rehabilitative Services v. Gainesville Sun Publishing Company*, 582 So. 2d 725 (Fla. 1st DCA 1991), holding that the trial court was not required to hold a hearing before finding good cause to release the department's records relating to a child abuse investigation, where shortly after the department's investigation, the individual who had been investigated killed the victim, the victim's family, and himself.

In cases involving serious bodily injury to a child, DCF may petition the court for immediate public release of records pertaining to the protective investigation. Section 39.2021(2), F.S. The court has 24 hours to determine if good cause exists for public release of the records. If no action is taken by the court in that time, DCF may, subject to specified exceptions, release summary information including a confirmation that an investigation has been conducted concerning the victim, the dates and a brief description of procedural activities undertaken in the investigation, and information concerning judicial proceedings. *Id*.

Similar procedures are established in Ch. 415, F.S., for access to DCF records relating to

investigations of alleged abuse, neglect, or exploitation of a vulnerable adult. See s. 415.1071, F.S.

The petitioner seeking public access to the records must formally serve DCF with the petition. *Florida Department of Children and Families v. Sun-Sentine*l, 865 So. 2d 1278 (Fla. 2004). A "very narrow" exception to the home venue privilege applies when a petition is filed seeking to make DCF records public. *See Sun-Sentinel, supra*, at 1289, adopting the exception in cases "where a party petitions the court for an order to gain access to public records, and where the records sought are by law confidential and cannot be made public without a determination by the court, pursuant to the petition, that good cause exists for public access."

Section 39.202(2)(o), F.S., provides that access to child abuse records shall be granted to any person in the event of the child's death due to abuse, abandonment, or neglect. However, any information identifying the person reporting abuse, abandonment, or neglect, or any information that is otherwise made confidential or exempt by law shall not be released. Id. Section 415.107(3)(l), F.S., provides for similar release of records in the event of the death of a vulnerable adult. *And see* s. 39.202(4), F.S., authorizing DCF and the investigating law enforcement agency to release certain identifying information to the public in order to help locate or protect a missing child under investigation or supervision of the department or its contracted service providers. *Cf.* s. 39.202(7), F.S. (duties of custodians of records made confidential under s. 39.202 to provide access as requested by legislative committee acting under s. 11.43, F.S.).

In addition, "it is the intent of the Legislature to provide prompt disclosure of the basic facts of all deaths of children from birth through 18 years of age which occur in this state and which are reported to the [DCF] central abuse hotline." Section 39.2022(1), F.S. Disclosure shall be posted on the DCF public website. *Id.* Section 39.2022(2), F.S., lists the information about the child which must be posted.

b. Foster home, licensure and quality assurance records

Records relating to licensure of foster homes, or assessing how the Department of Children and Families is carrying out its duties, including references to incidents of abuse, abandonment, or neglect, contained in such records, do not fall within the parameters of s. 39.202, F.S. AGO 01-54. Such reports are in the nature of quality assurance reports that do not substitute for the protective investigation of child abuse, abandonment, or neglect; to the extent that such incident reports reference an occurrence of abuse, abandonment, or neglect, identifying information that reveals the identity of the victim contained in the reference should be redacted. *Id. Cf.* s. 409.175(16), F.S., providing an exemption for certain personal information about licensed foster parents, foster parent applicants, and their families. *And see Boyles v. Mid-Florida Television Corp.*, 431 So. 2d 627, 637 (Fla. 5th DCA 1983), *approved*, 467 So. 2d 282 (Fla. 1985) (summary report compiled during a licensing investigation of a residential facility for developmentally disabled persons, subject to disclosure pursuant to statute [now found at s. 393.067(9), F.S.] providing for public access to inspection reports of such facilities).

c. Guardians ad litem and court monitors

Section 39.0132(4)(a)2., F.S., establishes confidentiality for specified information held by a guardian ad litem. *And see* s. 744.2104(2), F.S. (confidentiality of records held by the Office of Public and Professional Guardians relating to the medical, financial, or mental health of vulnerable adults, persons with a developmental disability, or persons with a mental illness); s. 744.1076(1)(b), F.S. (except as provided in the exemption, reports of court monitors or emergency court monitors which relate to the medical condition, financial affairs, or mental health of the ward are confidential); s. 744.2103 (2), F.S. (no disclosure of the personal or medical records of a ward of a public guardian shall be made, except as authorized by law); and s. 744.3701, F.S. (court records relating to settlement of a ward or minor's claim).

d. Status of abuse records held by law enforcement agencies

For information regarding the status of abuse records held by law enforcement agencies in the course of a criminal investigation, please refer to the discussion in s. C. 15 relating to law enforcement records.

4. Direct-support organizations

Direct-support organizations established by or pursuant to law to support the efforts of public agencies have been found to be subject to the open government laws. *See* AGOs 92-53 (John and Mable Ringling Museum of Art Foundation, Inc., established pursuant to statute as a not-for-profit corporation to assist the museum in carrying out its functions must comply with open government laws), 11-01 (nonprofit corporation created by municipality and described as its "fundraising arm" subject to open government laws); and 05-27 (Sunshine Law applies to Florida College System institution [formerly community college] direct-support organization as defined in s. 1004.70, F.S.). *Cf.* s. 20.058, F.S., requiring that citizen support organizations or direct-support organizations created or authorized by law or executive order and created, approved, or administered by an agency must submit specified information to the agency which shall then post the information on the agency's website.

However, the Legislature has enacted exemptions for information identifying *donors* to certain direct-support organizations. For example, the identity of donors to a direct-support organization of a district school board, and all information identifying such donors and prospective donors, are confidential and exempt from the provisions of s. 119.07(1), F.S.; that anonymity is required to be maintained in the auditor's report. *See* s. 1001.453(4), F.S.

More commonly, however, the statutory exemption applies only to the identity of donors who wish to remain anonymous. *See, e.g.,* s. 570.691(6), F.S. (identity of a donor or prospective donor to the direct-support organizations authorized to support programs in the Department of Agriculture and Consumer Services "who desires to remain anonymous and all information identifying such donor or prospective donor" is confidential). *Cf.* s. 265.7015, F.S. (if the donor or prospective donor of a donation made for the benefit of a publicly owned performing arts center desires to remain anonymous, information that would identify the name, address, or telephone number of that donor or prospective donor is confidential and exempt).

The identity of donors to a university direct-support organization who wish to remain anonymous shall be protected, and that anonymity shall be maintained in the auditor's report of the organization. Section 1004.28(5)(a), F.S. Other than the auditor's report, management letter, any records related to the expenditure of state funds, and any financial records related to the expenditure of private funds for travel, all records of a university direct-support organization and any supplemental data requested by the Board of Governors, the Auditor General, board of trustees, and the Office of Program Policy Analysis and Government Accountability [OPPAGA] are confidential and exempt from s. 119.07(1), F.S. Section 1004.28(5)(b), F.S.

By contrast, s. 1004.70(6), F.S., provides that records of the Florida College System institution direct-support organizations other than the auditor's report, any information necessary for the auditor's report, any information related to the expenditure of funds, and any supplemental data requested by the board of trustees, the Auditor General, and OPPAGA, are confidential and exempt from s. 119.07(1), F.S. *See Palm Beach Community College Foundation, Inc. v. WFTV,* 611 So. 2d 588 (Fla. 4th DCA 1993) (direct-support organization's expense records are public records subject to deletion of donor-identifying information).

For more information on exemptions for particular direct-support or citizen-support organizations, please consult Appendix D or the Index.

5. Domestic violence and stalking records

Information about clients received by the Department of Children and Families or by authorized persons employed by or volunteering services to a domestic violence center, through

files, reports, inspection or otherwise, is confidential and exempt from disclosure except as provided by statute. Section 39.908, F.S. Information about the location of domestic violence centers and facilities is also confidential. *Id.*

A petitioner seeking an injunction for protection against domestic violence may furnish the petitioner's address to the court in a separate confidential filing for safety reasons. Section 741.30(3)(b), F.S. *And see* ss.784.046 (4) (b) (repeat violence, sexual violence or dating violence) and s. 784.0485(3)(b) (stalking). In addition, a petition for an injunction for protection against domestic violence, repeat violence, dating violence, sexual violence, stalking, or cyberstalking that is dismissed without a hearing, dismissed at an ex parte hearing due to a failure to state a claim or lack of jurisdiction, or dismissed for any reason having to do with the sufficiency of the petition itself without an injunction being issued on or after July 1, 2017, is exempt from disclosure. Section 119.0714(1)(k)1., F.S. Prior to July 1, 2017, the petition is exempt only upon request by an individual named in the petition as a respondent. Section 119.0714(1)(k)2., F.S. *And see* s. 119.0714(1)(k)3., F.S., providing confidentiality for information that can be used to identify the petitioner or respondent until the respondent has been personally served with a copy of the petition for injunction, affidavits, notice of hearing, and temporary injunction.

Section 406.135(2)(b), F.S., provides that an autopsy report of a minor whose death was related to an act of domestic violence held by a medical examiner is confidential and exempt. Disclosure is authorized under specified circumstances, as provided in s. 406.135(2) and (3), F.S.

A victim of domestic violence or aggravated stalking may file a written request, accompanied by official verification that a crime has occurred, to have his or her home or employment address, home or employment telephone number, or personal assets exempted from disclosure. Section 119.071(2)(j)1., F.S. For more information on this exemption, please refer to the discussion on pages 122-123. *And see* s. 741.313(7), F.S. (personal identifying information contained in records documenting an act of domestic violence or sexual violence that is submitted to an agency by an employee seeking to take leave under the requirements of s. 741.313, F.S., is confidential and exempt; a written request for leave submitted by an employee and an agency time sheet reflecting such request are confidential and exempt until 1 year after the leave has been taken). *See also* s. 787.03(6)(c), F.S. (current address and telephone number of the person taking the minor or incompetent person when fleeing from domestic violence and the current address and telephone number of the minor or incompetent person which are contained in the report made to a sheriff or state attorney under s. 787.03[6][b], F.S., are confidential and exempt from disclosure).

The addresses, telephone numbers, and social security numbers of participants in the Address Confidentiality Program for Victims of Domestic Violence Program [Program] are exempt from disclosure, except as provided in the exemption. Section 741.465(1), F.S. A similar exemption is provided for the names, addresses, and telephone numbers of program participants contained in voter registration and voting records. Section 741.465(2), F.S. *And see* s. 741.4651, F.S. (names, addresses, and telephone numbers of persons who are victims of stalking or aggravated stalking are exempt from public disclosure requirements in the same manner that the names, addresses and telephone numbers of participants in the Program which are held by the Attorney General under s. 741.465, F.S, are exempt, provided that the victim files a sworn statement of stalking with the Office of the Attorney General and otherwise complies with the procedures in ss. 741.401-741.409. F.S.).

Any information in a record created by a domestic violence fatality review team that reveals the identity of a domestic violence victim or the identity of the victim's children is confidential and exempt from disclosure. Section 741.3165, F.S.

6. Drafts and notes

There is no "unfinished business" exception to the public inspection and copying requirements of Ch. 119, F.S. As the Florida Supreme Court stated in *Shevin v. Byron, Harless,*

Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla. 1980), the term "public record" means "any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type." Such material is a "public record" regardless of whether it is in final form or the ultimate product of an agency. *Id.*

Thus, "[i]nteroffice memoranda and intra-office memoranda communicating information from one public employee to another or merely prepared for filing, even though not a part of an agency's later, formal public product, would nonetheless constitute public records in as much as they supply the final evidence of knowledge obtained in connection with the transaction of official business." 379 So. 2d at 640. *See also Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc.,* 718 So. 2d 227, 229 (Fla. 3d DCA 1998) (book selection forms completed by state university instructors and furnished to campus bookstore "are made in connection with official business, for memorialization and communication purposes" and are public records); and *National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201, 1207 (Fla. 1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010) (transcript and response prepared as part of NCAA disciplinary proceeding involving state university were public records because the "the purpose of the transcript was to perpetuate the information presented to the infractions committee" and the response "was designed to communicate information to the body that would hear the appeal within the NCAA"). *Compare Rogers v. Hood,* 906 So. 2d 1220, 1223 (Fla. 1st DCA 2005), *review denied,* 919 So. 2d 436 (Fla. 2005) (unused or unvoted Florida punch card ballots from 2000 election do not constitute public records because they do not "perpetuate, communicate, or formalize knowledge," but a ballot becomes a public record once it is voted because at that point "the voted ballot, as received by the supervisor of elections in a given county, has memorialized the act of voting").

Accordingly, any agency record, if circulated for review, comment or information, is a public record regardless of whether it is an official expression of policy or marked "preliminary" or "working draft" or similar label. Examples of such materials include interoffice memoranda, preliminary drafts of agency rules or proposals which have been submitted for review to anyone within or outside the agency, and working drafts of reports which have been furnished to a supervisor for review or approval.

In each of these cases, the fact that the records are part of a preliminary process does not remove them from the definition of "public record." When material falls within the statutory definition of "public record" in s. 119.011(12), F.S., and has been prepared to "perpetuate, communicate or formalize knowledge," the record is subject to disclosure even if the agency believes that release of the nonfinal product could be detrimental. *See, e.g., Gannett Corporation, Inc. v. Goldtrap,* 302 So. 2d 174 (Fla. 2d DCA 1974) (county's concern that premature disclosure of a report could be harmful to the county does not make the document confidential). As with other public records, only the Legislature has the authority to exempt preliminary or draft public records from disclosure. *Wait v. Florida Power & Light Company,* 372 So. 2d 420 (Fla. 1979). *See, e.g.,* s. 119.071(1)(d), F.S., providing a limited work product exemption for agency attorneys.

While the broad definition of the term "public record" ensures that the public's right of access includes preliminary and nonfinal records, the *Shevin* decision recognizes that not every record made or received in the course of official business is prepared to "perpetuate, communicate or formalize knowledge." Accordingly, preliminary drafts or notes prepared for the personal use of the writer may constitute mere "precursors" of public records *if* they are not intended to be the final evidence of the knowledge recorded. *See Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla.1980). *And see* the discussion of "attorney notes" on pages 132-133.

Thus, public employees' notes to themselves "*which are designed for their own personal use* in remembering certain things do not fall within the definition of 'public record.'" (e.s.) *Justice Coalition v. The First District Court of Appeal Judicial Nominating Commission,* 823 So. 2d 185,

192 (Fla. 1st DCA 2002). *Accord Coleman v. Austin,* 521 So. 2d 247 (Fla. 1st DCA 1988), holding that preliminary handwritten notes prepared by agency attorneys and intended only for the attorneys' own personal use are not public records. *See also* AGO 10-55 (handwritten personal notes taken by city manager to assist in remembering matters discussed during manager's interviews of city employees are not public records "if the notes have not been transcribed or shown to others and were not intended to perpetuate, communicate, or formalize knowledge"); and Inf. Op. to Trovato, June 2, 2009 (to the extent city commissioner has taken notes for his own personal use and such notes are not intended to perpetuate, communicate, or formalize knowledge, personal notes taken at a workshop or during a commission meeting would not be considered public records). *Compare Barfield v. City of Sarasota,* 21 F. L.W. Supp 874 (Fla. 12th Cir. Ct. May 5, 2014), in which the circuit judge ruled that those portions of a police officer's notes containing his research on homeless shelters became a public record when he made multiple references to them while answering questions during a presentation at a city commission meeting; however the unread portions of the notes did not become a public record because they were not disseminated.

The relevant test is whether the records have been prepared to "perpetuate, communicate, or formalize knowledge of some type." *See* AGO 05-23, stating that "it is only uncirculated materials that are not in and of themselves intended to serve as the final evidence of the knowledge to be recorded that fall outside of the definition of a public record." *Accord* AGOs 10-55 ("nonfinal documents need not be communicated to anyone in order to constitute a public record") and 04-15 (tape recordings of staff meetings made at the request of the executive director by a secretary for use in preparing minutes of the meeting are public records because "they are made at the request of the executive director as an independent record of the proceedings, and, unlike tapes or notes taken by a secretary as dictation, are intended to perpetuate the discussion at a staff meeting"). *See also* Inf. Op. to Yoder, November 10, 2014 (video recording of a school board meeting which was made at the direction of a school board member "appears to be a record intended to perpetuate the discussion at the meeting").

For example, in *Miami Herald Media Co. v. Sarnoff,* 971 So. 2d 915 (Fla. 3d DCA 2007), the court held that a memorandum prepared by a city commissioner after a meeting with a former city official, summarizing details of what was said and containing alleged factual information about possible criminal activity, was a public record subject to disclosure. The court determined that the memorandum was not a draft or a note containing mental impressions that would later form a part of a government record, but rather formalized and perpetuated his final knowledge gained at the meeting. *See also Grapski v. City of Alachua,* 31 So. 3d 193, 197 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010) (canvassing board minutes constitute "final work product of the [b]oard, not a preliminary draft or note"); *City of Pinellas Park, Florida v. Times Publishing Company,* No. 00-008234CI-19 (Fla. 6th Cir. Ct. January 3, 2001), available online at the open government site at myfloridalegal.com (rejecting city's argument that employee responses to survey are "notes" which are not subject to disclosure because "as to each of the employees, their responses were prepared in connection with their official agency business and they were 'intended to perpetuate, communicate, or formalize knowledge' that they had about their department"); and AGO 05-23 (handwritten notes taken by an assistant city labor attorney during her interviews with city personnel that were reviewed by the city's labor attorney, used to prepare a disciplinary action form, and then filed, constituted a public record).

7. Education records

a. Charter schools

Section 1002.33(16)(b), F.S., provides that charter schools are subject to the Public Records Act and the Sunshine Law. The open government laws apply regardless of whether the charter school operates as a public or private entity. AGO 98-48. The records and meetings of a not-for-profit corporation granted charter school status are subject to the requirements of Ch. 119, F.S., and s. 286.011, F.S., even though the charter school has not yet opened its doors to

students. AGO 01-23. *And see* AGO 2010-14 (records of team created by charter school to review personnel decisions subject to Ch. 119, F.S.).

b. Student records

Public access to student records is limited by statute. In 2009, the Legislature amended the state statutes relating to student records to incorporate the federal Family Education Rights and Privacy Act (FERPA). Section 1002.221(1), F.S., provides that "[e]ducation records as defined in [FERPA], and the federal regulations issued pursuant thereto, are confidential and exempt" from public disclosure and may be released only as authorized in the exemption. "Education records" are defined by FERPA to mean "those records, files, documents, and other materials which contain information directly related to a student; and are maintained by an educational agency or institution or by a person acting for such agency or institution." 20 U.S.C. s. 1232g(a)(4)(A). *Cf.* AGO 10-04 (school board meeting at which student records may be discussed may not be closed to the public in the absence of a statutory exemption from the Sunshine Law; however, "school board should be sensitive to confidential student records that may be reviewed during such a meeting and protect these records to the extent that is possible to protect the privacy of the student involved . . . ."). *Compare* s. 1003.57(1)(c), F.S., providing an exemption from the Sunshine Law for hearings on exceptional student identification, evaluation, and eligibility determination; and s. 1006.07(1)(a), F.S. (student expulsion hearings exempted).

Public postsecondary educational institutions are also required to comply with FERPA with respect to the education records of students. Section 1002.225(2), F.S. Section 1006.52(1), F.S., authorizes a public postsecondary educational institution to prescribe the content and custody of records the institution maintains on its students and applicants for admission. A student's education records and applicant records are confidential and exempt. *Id. See Knight News, Inc. v. University of Central Florida,* 200 So. 3d 125, 128 (Fla. 5th DCA 2016) (personally identifiable information contained within records regarding alleged hazing incidents qualifies as confidential student disciplinary records; however, the names of student government officers charged with malfeasance in the performance of student government duties or alleged to have engaged in misconduct with regard to their election or appointment to their position are not confidential under FERPA because "given the statutory scheme [relating to university student government officers] student government officers know or reasonably should know" that they could be disciplined for misconduct in connection with their student government duties).

In *National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201, 1211 (Fla. 1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010), the court construed FERPA and the 2009 amendments to the Florida Statutes. Recognizing that under FERPA a record "qualifies as an educational record only if it 'directly' relates to a student," the court found that a transcript of an NCAA hearing and an NCAA committee response pertained to allegations of misconduct by the university athletic department, and only tangentially related to students. Therefore, since the transcript and the response had been redacted to remove student-identifying information and thus did not disclose education records, they were not exempt from disclosure. *And see Rhea v. District Board of Trustees of Santa Fe College,* 109 So. 3d 851 (Fla. 1st DCA 2013) (student's *unredacted* email which criticized instructor's classroom performance constituted an exempt education record). *Compare WFTV v. School Board of Seminole County, Florida,* 874 So. 2d 48 (Fla. 5th DCA 2004), *review denied,* 892 So. 2d 1015 (Fla. 2004), concluding that under *prior* student confidentiality laws (which did not incorporate FERPA), a school bus surveillance videotape was a confidential student record and could not be released to the media even with student-identifying information redacted).

In AGO 01-64 the Attorney General, in interpreting the former statutes, stated that a felony complaint/arrest affidavit created and maintained by school police officers for a juvenile or adult who is a student in the public schools is a law enforcement record subject to disclosure, provided that exempt information such as active criminal investigative information is deleted prior to release. *See now* 20 U.S.C. s. 1232g(a)(4)(B)(ii) excluding "records maintained by a

law enforcement unit of the educational agency or institution that were created by that law enforcement unit for the purpose of law enforcement" from the definition of "education records."

c. Children in government-sponsored recreation programs

Section 119.071(5)(c), F.S., exempts information that would identify or locate a child or the parent or guardian of a child, participating in a government-sponsored recreation program. A government-sponsored recreation program means "a program for which an agency assumes responsibility for a child participating in that program, including, but not limited to, after-school programs, athletic programs, nature programs, summer camps, or other recreational programs." *Id.*

d. School system security—Please see pages 158-160.

e. Testing materials

Testing materials are generally exempt from the disclosure provisions of s. 119.07(1), F.S. *See, e.g.,* s. 1008.23(1)(2), F.S. (examination and assessment instruments, including developmental materials and workpapers directly related to such instruments, which are prepared or administered pursuant to cited statutes). *See* AGO 09-35, concluding that student assessment tests developed by teachers to measure student preparedness for college board advanced placement exams are confidential and exempt from the inspection and copying requirements of Ch. 119, F.S. *Cf.* s. 1008.24(4)(b), F.S. (identity of a school or postsecondary educational institution, personal identifying information of personnel of a school district or postsecondary educational institution, or specific allegations of misconduct obtained or reported in connection with an investigation of a testing impropriety conducted by the Department of Education are confidential and exempt from disclosure until the investigation is concluded or becomes inactive).

8. Election records

a. Ballots

Election records are generally open to public inspection. An individual or group is entitled to inspect the ballots and may take notes regarding the number of votes cast. AGO 93-48. *See also Rogers v. Hood,* 906 So. 2d 1220, 1223 (Fla. 1st DCA 2005), *review denied,* 919 So. 2d 436 (Fla. 2005) (voted ballots are public records because they have "memorialized the act of voting"). *Cf. Trout v. Bucher*, 205 So. 3d 876 (Fla. 4th DCA 2016), stating that the supervisor of elections was not required to charge the hourly rate of the lowest paid person capable of providing ballots for inspection because s. 119.07(4)(d), F.S., authorizes the agency to impose a reasonable charge based on labor costs "actually incurred by the agency or attributable to the agency" when extensive clerical or supervisory assistance is required).

Section 119.07(5), F.S., prohibits any person other than the supervisor of elections or the supervisor's employees from touching the ballots. *And see* s. 101.572, F.S. (no persons other than the supervisor, supervisor's employees, or the county canvassing board shall handle any official ballot or ballot card). However, this restriction does not prohibit the supervisor from producing copies of optically scanned ballots which were cast in an election in response to a public records request. AGO 04-11. *And see* AGO 01-37.

Information regarding requests for vote-by-mail ballots that is recorded by the supervisor of elections pursuant to s. 101.62(2),F.S., is confidential and exempt and shall be made available to or reproduced only for the individuals and entities set forth in the exemption, for political purposes only. Section 101.62(2), F.S.

b. Voter registration and voter records

Section 97.0585(1), F.S., states that the following information is confidential and exempt from public disclosure requirements and may be used only for purposes of voter registration: declinations to register to vote; information relating to the place where a person registered to vote

or updated a voter registration; the social security number, driver license number, and the Florida identification number of a voter registration applicant or voter; and all information concerning preregistered voter registration applicants who are 16 or 17 years old. The signature of a voter registration applicant or a voter is exempt from copying requirements. Section 97.0585(2), F.S. Confidential and exempt information may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform any required duties directly related to election administration. Section 97.0585(3), F.S. *See also* ss. 741.465(2), F.S. (identifying information concerning participants in the Office of the Attorney General Address Confidentiality Program for Victims of Domestic Violence contained in voter registration and voting records is exempt); and 741.4651, F.S. (exemption for identifying information of stalking victims who have filed a sworn statement of stalking with the Office of the Attorney General and otherwise comply with the procedures set forth in ss. 741.401-741.409, F.S.). *And see* AGO 04-18 (specified officers and employees who are authorized to file a request for exempt status of certain personal information pursuant s. 119.071(4)(d)3., F.S., may request that the supervisor of elections maintain the exempt status of such information contained in petitions or campaign papers).

Section 98.075(2)(b), F.S., allows the Department of State to join a nongovernmental entity composed of state and District of Columbia election officials whose sole purpose is to share and exchange information in order to verify voter registration information. Information received by the department from another state or the District of Columbia which is confidential or exempt pursuant to the laws of that state or the District of Columbia is exempt from disclosure. Section 98.075(2)(c), F.S.

9. Electronic and computer records

a. Electronic databases and files

Information stored in a public agency's computer "is as much a public record as a written page in a book or a tabulation in a file stored in a filing cabinet . . . ." *Seigle v. Barry,* 422 So. 2d 63, 65 (Fla. 4th DCA 1982), *review denied,* 431 So. 2d 988 (Fla. 1983). *And see National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201 (Fla. 1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010) (public records law is not limited to paper documents but applies to documents that exist only in digital form); AGO 98-54 (application and disciplinary reports maintained in a computer system operated by a national securities dealers association which are received electronically by state agency for use in licensing and regulating securities dealers doing business in Florida are public records); AGO 91-61 (agency must provide copy of computer disk in response to Ch. 119 request); and AGO 85-03 (computer tape subject to disclosure).

Thus, information such as electronic calendars, databases, and word processing files stored in agency computers, can all constitute public records because records made or received in the course of official business and intended to perpetuate, communicate or formalize knowledge of some type, fall within the scope of Ch. 119, F.S. AGO 89-39. *Compare* AGO 85-87 (to the extent that "machine-readable intermediate files" may be intended to "communicate" knowledge, any such communication takes place completely within the data processing equipment and in such form as to render any inspection pursuant to Ch. 119, F.S., unintelligible and, except perhaps to the computer itself, meaningless; therefore, these files are analogous to notes used to prepare some other documentary material, and are not public records). *And see Grapski v. Machen,* No. 01-2005-CA-4005 J (Fla. 8th Cir. Ct. May 9, 2006), *affirmed per curiam*, 949 So. 2d 202 (Fla. 1st DCA 2007), available online in the Cases database at the open government site at myfloridalegal.com (spam or bulk mail received by a public agency does not necessarily constitute a public record).

Moreover, the definition of "public records" specifically includes "data processing software" and establishes that a record made or received in connection with official business is a public record, regardless of physical form, characteristics, "or means of transmission." *See* s. 119.011(12), F.S. "Automation of public records must not erode the right of access to [public records]." Section 119.01(2)(a), F.S.

Accordingly, electronic public records are governed by the same rule as written documents and other public records--the records are subject to public disclosure unless a statutory exemption exists which removes the records from disclosure. *Cf.* AGO 90-04, stating that a county official is not authorized to assign the county's right to a public record (a computer program developed by a former employee while he was working for the county) as part of a settlement compromising a lawsuit against the county. *And see* the discussion on pages 133-135 noting that in evaluating whether a public official's records were made or received in the course of official business for purposes of Ch. 119, the determining factor is the nature of the record, and not whether the record is located in a private or a government computer or communications device.

b. Consideration of public access in design of electronic recordkeeping system

When an agency is designing or acquiring an electronic recordkeeping system, the agency must consider whether the proposed system is capable of providing data in some common format such as, but not limited to, the American Standard Code for Information Interchange. Section 119.01(2)(b), F.S. *Cf.* Inf. Op. to Moore, October 19, 1993, noting that an agency considering the acquisition of computer software should be responsive to the need for preserving public access to the information through use of the computer's software and that "[t]he design and development of the software, therefore, should ensure that the system has the capability of redacting confidential or exempt information when a public records request is made."

Similarly, an agency may not enter into a contract for the creation or maintenance of a public records database if that contract impairs the ability of the public to inspect or copy the public records of that agency, including public records that are online or stored in an electronic recordkeeping system used by the agency. Section 119.01(2)(c), F.S. *And see* s. 287.042(3)(h), F.S. (Department of Management Services responsible for development of procedures to be used by state agencies when procuring information technology commodities and contractual services that ensure compliance with public records and records retention requirements). *Cf.* Rule 1B-26.003, F.A.C., adopted by the Department of State and providing standards for electronic recordkeeping.

Providing access to public records "is a duty of each agency." Section 119.01(1), F.S. Section 119.01(2)(a), F.S., states that "[a]utomation of public records must not erode the right of access to those records." A circuit judge found that an agency violated both policies when it established an automated anti-SPAM system that quarantined the requester's "entirely legitimate public records request" and allowed it to be deleted and purged a week later, because the agency "altogether failed to establish any procedural safeguards to ensure that legitimate public records requests were not inadvertently sent to SPAM." *Bracci v. School Board of Lee County*, No. 20-CA-5205 (Fla. 20th Cir. Ct. January 12, 2021), available online in the Cases database at the open government site at myfloridalegal.com.

c. E-Mail

E-mail messages made or received by agency officers and employees in connection with official business are public records and subject to disclosure in the absence of an exemption. AGOs 96-34 and 01-20. *See Rhea v. District Board of Trustees of Santa Fe College,* 109 So. 3d 851, 855 (Fla. 1st DCA 2013), noting that "electronic communications, such as e-mail, are covered [by the Public Records Act] just like communications on paper." *Cf.* s. 668.6076, F.S., requiring agencies that operate a website and use electronic mail to post the following statement in a conspicuous location on the agency website: "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Similarly, e-mails sent by city commissioners in connection with the transaction of official business are public records subject to disclosure even though the e-mails contain undisclosed or "blind" recipients and their e-mail addresses. AGO 07-14. *Cf. Butler v. City of Hallandale Beach,*

68 So. 3d 278 (Fla. 4th DCA 2011) (affirming a trial court order finding that a list of recipients of a *personal* e-mail sent by mayor from her personal computer was not a public record).

The Legislature has enacted exemptions for certain email addresses. *See e.g.*, ss. 655.057(5) (exemption for "personal identifying information" of certain officers and directors which are received by the Office of Financial Regulation pursuant to an application for authority to organize a new state bank or trust company); 197.3225, F.S. (taxpayer's email address held by a tax collector for the purpose of sending certain tax notices); 215.5587(1)(b) (email address submitted by applicant to Department of Financial Services as part of the My Safe Florida Home Program); and 28.47(5)(b), F.S. (email addresses submitted to clerk of court or property appraiser for the purpose of registering for a recording or notification service).

Like other public records, e-mail messages are subject to the statutory restrictions on destruction of public records. *See* s. 257.36(6), F.S., stating that a public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the Division of Library and Information Services (division) of the Department of State. Thus, an e-mail communication of "factual background information" from one city council member to another is a public record and should be retained in accordance with the retention schedule for other records relating to performance of the agency's functions and formulation of policy. AGO 01-20.

d. Social media postings

The Attorney General's Office has stated that the placement of material on a city's Facebook page presumably would be in connection with the transaction of official business and thus subject to Ch. 119, F.S., although in any given instance, the determination would have to be made based upon the definition of "public record" contained in s. 119.011(12), F.S. AGO 09-19. To the extent that the information on the city's Facebook page constitutes a public record, the city is under an obligation to follow the public records retention schedules established in accordance with s. 257.36(6), F.S. *Id. And see* AGO 08-07 (city council members who post comments and emails relating to the transaction of city business on a privately owned and operated website "would be responsible for ensuring that the information is maintained in accordance with the Public Records Law"); and *Bear v. Escambia County Board of County Commissioners,* 2022 WL 602266 (N.D. March 01, 2022) (messages on a county commissioner's privately owned and maintained social media accounts which involved his interactions with the public on matters of county concern and which involved his duties as a commissioner were public records).

The determination as to whether a list or record of accounts which have been blocked from posting to or accessing an elected official's personal Twitter feed is a public record involves mixed questions of law and fact which cannot be resolved by the Attorney General's Office. Inf. Op. to Shalley, June 1, 2016. However, "if the tweets the public official is sending are public records [because they were sent in connection with the transaction of official business] then a list of blocked accounts, prepared in connection with those public records 'tweets,' could well be determined by a court to be a public record." *Id.*

e. Text messages

A public official or employee's use of a private cell phone to conduct public business via text messaging "can create an electronic written public record subject to disclosure" if the text message is "prepared, owned, used, or retained . . . within the scope of his or her employment or agency." *O'Boyle v. Town of Gulf Stream*, 257 So. 3d 1036, 1040-1041 (Fla. 4th DCA 2018). *Accord City of Sunny Isles Beach v. Gatto*, 338 So. 3d 1045 (Fla. 3d DCA 2022), noting that a "city commissioner's text messages may be a public record," although a private communication by a municipal official "falls outside the definition of public record." For more information on personal records created or received by public officials on government or private devices, please see the discussion of that topic on pages 133-135.

In order to comply with the requirements of the Public Records Act, "the governmental entity must proceed as it relates to text messaging no differently than it would when responding to a request for written documents and other public records in the entity's possession—such as emails—by reviewing each record, determining if some or all are exempted from production, and disclosing the unprotected records to the requester." *O'Boyle v. Town of Gulf Stream,* at 1041. *And see* the discussion on pages 166-167 regarding the entity's responsibility to conduct a reasonable search to locate text messages that have been requested from the governmental entity, including those located on private accounts or devices.

The retention periods for text messages and other electronic messages or communications "are determined by the content, nature, and purpose of the records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted." *See* General Records Schedule GS1-SL for State and Local Government Agencies, Electronic Communications, available online at dos.myflorida.com/library-archives. Stated another way, it is the content, nature and purpose of the electronic communication that determines how long it is retained, not the technology that is used to send the message. *See also* Inf. Op. to Browning, March 17, 2010, advising that the same rules that apply to e-mail should apply to electronic communications including SMS communications (text messaging), MMS communications (multimedia content), and instant messaging conducted by government agencies.

f. Cybersecurity

Please see the discussion on that topic on pages 159-160.

10. Emergency records

a. Emergency "911" records

Section 365.171(12)(a), F.S., provides that any record, recording, or information, or portions thereof, obtained by a public agency for the purpose of providing services in an emergency which reveals the name, address, or telephone number or personal information about, or information which may identify any person requesting emergency service or reporting an emergency by accessing an emergency communications E911 system is confidential and exempt from s. 119.07(1), F.S. However, disclosure of the location of a coronary emergency to a private person or entity that owns an automated external defibrillator is authorized in some circumstances, as set forth in the exemption. Section 365.171(12)(b), F.S.

The exemption applies only to the name, address, telephone number or personal information about or information which may identify any person requesting emergency services or reporting an emergency while such information is in the custody of the public agency or public safety agency providing emergency services. Section 365.171(12)(a), F.S. *See* AGO 93-60. There is no clear indication that the Legislature intended to include the sound of a person's voice as information protected from disclosure. AGO 15-01. Moreover, identifying information obtained or created independently of the 911 call, for example from a criminal investigation or offense report created as a result of such investigation, is not exempt under s. 365.171(12)(a), F.S. AGO 11-27.

A tape recording of a "911" call is a public record which is subject to disclosure after the deletion of the exempt information. AGO 93-60. This does not, however, preclude the application of another exemption to such records. Thus, if the "911" calls are received by a law enforcement agency and the county emergency management department, information which is determined by the law enforcement agency to constitute active criminal investigative information may also be deleted from the tape prior to public release. AGO 95-48. *See also* Inf. Op. to Fernez, September 22, 1997 (while police department is not prohibited from entering into an agreement with the public to authorize access to its radio system, the department must maintain confidentiality of exempt personal information contained in "911" radio transmissions).

Moreover, an audio recording that records the killing of a law enforcement officer acting in accordance with his or her official duties or the killing of a victim of mass violence, or the killing of a minor, or the suicide of a person, is confidential and exempt and may not be listened to or copied except as authorized in the exemption. Section 119.071(2)(p), F.S. For more information on this exemption, please refer to the discussion on pages 125-126.

Building plans, blueprints and related records which depict the structural elements of 911, E911 or public safety radio communication system infrastructure owned or operated by an agency, are exempt from disclosure. Section 119.071(3)(e)1.a., F.S. Geographical maps indicating actual or proposed locations, including towers, antennae, equipment, and facilities are also exempt. Section 119.071(3)(e)1.b., F.S.

b. Emergency evacuation plans

Section 119.071(3)(a), F.S., provides an exemption from disclosure for a security or firesafety system plan of a private or public entity that is held by an agency. The term "security or firesafety system plan" includes emergency evacuation plans and sheltering arrangements. *And see* s. 119.071(2)(d), F.S., providing an exemption from disclosure for "[a]ny comprehensive inventory of state and local law enforcement resources compiled pursuant to Part I, chapter 23 [Florida Mutual Aid Act], and any comprehensive policies or plans compiled by a criminal justice agency pertaining to the mobilization, deployment, or tactical operations involved in responding to emergencies as defined in s. 252.34, F.S.; and s. 395.1056, F.S., providing an exemption for those portions of a comprehensive emergency management plan that address the response of a public or private hospital to an act of terrorism.

c. Emergency medical services records

Please refer to the discussion of this topic found on pages 96-97.

d. Emergency notification

Any information furnished by a person to any agency for the purpose of being provided with emergency notification by the agency is exempt from disclosure requirements. Section 119.071(5)(j)1., F.S. The e-mail addresses and corresponding home, school, and other "watched addresses of concern" provided for participation in the Florida Department of Law Enforcement Offender Alert System come within the scope of this exemption. AGO 11-16. *And see* s. 119.0712(2)(d)1. and 2., F.S. (emergency contact information contained in a motor vehicle record issued by the Department of Highway Safety and Motor Vehicles is confidential and exempt, and, without the express consent of the person to whom such emergency contact information applies, may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency or to a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to cited statutes for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts).

e. Emergency planning information furnished to Division of Emergency Management

The Division of Emergency Management (Division) manages a statewide public awareness program which encourages individuals, families, and businesses to develop disaster plans in preparation for and in response to natural or manmade disasters. *See* s. 2, Ch. 14-188, Laws of Florida. Any information furnished by a person or a business to the Division for the purpose of being provided assistance with emergency planning is exempt. Section 252.905, F.S.

f. Emergency shelter and disaster recovery assistance

The address and telephone number of a person provided public emergency shelter during a storm or catastrophic event and held by the agency, as defined in s. 119.011, F.S., that provided the emergency shelter is exempt. Section 252.385(5), F.S.

Section 252.355(1), F.S., states that the Division of Emergency Management, in coordination with each local emergency management agency in the state, shall maintain a registry of persons with special needs (i.e., persons who would need assistance during evacuations and sheltering because of physical, mental, cognitive impairment, or sensory disabilities), located within the jurisdiction of the local agency. Records relating to the registration of persons with special needs are confidential and exempt, except such information is available to other emergency response agencies, as determined by the local emergency management director. Section 252.355(4), F.S. Local law enforcement agencies shall be given complete shelter roster information upon request. *Id. Cf.* s. 402.88(4), F.S. (except as authorized in the exemption, all records and personal identifying information related to the enrollment of persons in a persons with disabilities registry held by a local law enforcement agency are confidential and exempt).

Property photographs and personal identifying information of an applicant for or a participant in a federal, state, or local housing assistance program for the purpose of disaster recovery assistance for a presidentially declared disaster are confidential and exempt. Section 119.071(5)(f)1.b., F.S. The exemption authorizes access under specified conditions. Section 119.071(5)(f)2. and 3., F.S.

Tax returns and credit history information, credit reports and credit scores held by the Department of Agriculture and Consumer Services pursuant to its administration of the Agriculture and Aquaculture Producers Natural Disaster Recovery Loan Program are exempt from disclosure requirements. Section 570.822(8), F.S. *Cf.* s. 215.5587(1), F.S. (specified information in My Safe Florida Home Program applications).

11. Financial records

Many agencies prepare or receive financial records as part of their official duties and responsibilities. As with other public records, these materials are generally open to inspection unless a specific statutory exemption exists. *See* AGO 96-96 (financial information submitted by harbor pilots in support of a pilotage rate increase application is not exempt from disclosure requirements).

a. Audit reports

(1) Auditor General audits

The audit report prepared by the Auditor General is a public record once finalized. Section 11.45(4)(c), F.S. The audit workpapers and notes are not a public record; however, those workpapers necessary to support the computations in the final audit report may be made available by a majority vote of the Legislative Auditing Committee after a public hearing showing proper cause. *Id. And see* AGO 79-75 ("the term 'audit work papers and notes' should be construed narrowly and limited to such 'raw data' as is commonly considered to constitute the work papers of an accountant"). *Cf.* s. 11.51(4), F.S. (work papers held by the Office of Program Policy Analysis and Government Accountability which relate to an authorized project or a research product are exempt from disclosure).

At the conclusion of the audit, the Auditor General provides the head of the agency being audited with a list of the findings so that the agency head may explain or rebut them before the report is finalized. Section 11.45(4)(d), F.S. The list of audit findings is a public record. AGO 79-75.

(2) Local government audits

The audit report of an internal auditor prepared for or on behalf of a unit of local government becomes a public record when the audit becomes final. Section 119.0713(2)(b), F.S. The audit becomes final when the audit report is presented to the unit of local government; until the audit becomes final, the audit workpapers and notes related to such audit report are confidential. *Id.*

Thus, a draft audit report of a county legal department prepared by the clerk of court, acting in her capacity as county auditor, did not become subject to disclosure when the clerk submitted copies of her draft report to the county administrator for review and response. *Nicolai v. Baldwin,* 715 So. 2d 1161, 1163 (Fla. 5th DCA 1998). According to the exemption, the report would become "final," and hence subject to disclosure, when presented to the county commission. *Id.*

Similarly, draft audit reports relating to city towing companies did not become subject to disclosure even though the towing companies, who had reviewed the reports pursuant to city policy, shared the reports with a news organization which subsequently published an article about them. The court said its decision was compelled by the plain language of the statute, concluding that because the draft audit reports were not final, they were not subject to disclosure. *City of Miami Beach v Miami New Times, LLC*, 314 So. 3d 562 (Fla. 3d DCA 2020). *And see Rushing v. Barfield,* No. 2011-CA-5864-NC (Fla. 12th Cir. Ct. August 4, 2011), *per curiam affirmed,* 83 So. 3d 718 (Fla. 2d DCA 2012), available online in the Cases database at the open government site at myfloridalegal.com (even though an audit has been completed with regard to some matters, clerk authorized to redact those portions of workpapers and notes relating to additional matters under investigation until the audit relating to the additional matters is concluded).

The term "internal auditor" is not defined for purposes of this exemption. However, the term would appear to encompass an official within county government who is responsible under the county code for conducting an audit. AGO 99-07. *Compare* AGO 04-33 (exemption does not apply to audit of guardianship files prepared by clerk of court because that audit "is not an internal audit performed by or on behalf of any of the specified units of local government").

(3) State agency inspector general audits

Section 20.055(2), F.S., establishes the Office of Inspector General in each state agency. Pursuant to s. 20.055(6), F.S., the inspector general is required to conduct audits of the agency and prepare audit reports of the findings. Such audit reports and workpapers are public records to the extent that they do not include information which has been made confidential and exempt from disclosure. Section 20.055(6)(b), F.S.

b. Bids, proposals and financial statements

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier. *Cf.* s. 255.0518, F.S., providing that notwithstanding s. 119.071(1)(b), F.S., agencies receiving sealed bids pursuant to a competitive solicitation for construction or repairs of a public building or public work, must open the bids at a public meeting conducted in compliance with the Sunshine Law, and must also announce bidder and price information at that meeting.

The term "competitive solicitation" means "the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement." Section 119.071(1)(b)1., F.S.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. Section 119.071(1)(b)3., F.S. *And see* s. 286.0113(2)(c), F.S., providing an exemption for the recording of, and records presented at, an exempt meeting held pursuant to s. 286.0113(2)(b), F.S. For more information on this exemption, please refer to the discussion on page 35-36.

Any financial statement or other financial information necessary to verify the financial adequacy of a prospective bidder which an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a solicitation for a road or any other public works project is exempt from disclosure requirements. Section 119.071(1)(c), F.S. *See also* s. 119.0713(3), F.S., limiting access to materials used by municipal utilities to prepare bids; s. 339.55(10), F.S., providing an exemption for financial information of a private entity applicant which the Department of Transportation requires as part of the application process for loans or credit enhancements from the state-funded infrastructure bank; and s. 337.168, F.S., providing restrictions on disclosure of Department of Transportation cost estimates, and the bid analysis and monitoring system.

c. Budgets

Budgets and working papers used to prepare them are normally subject to inspection. *Bay County School Board v. Public Employees Relations Commission,* 382 So. 2d 747 (Fla. 1st DCA 1980); *Warden v. Bennett,* 340 So. 2d 977 (Fla. 2d DCA 1976); and *City of Gainesville v. State ex. rel. International Association of Fire Fighters Local No. 2157,* 298 So. 2d 478 (Fla. 1st DCA 1974). *Accord* Inf. Op. to Pietrodangelo, Nov. 29, 1972 (financial operating budget of athletic department of state university constitutes a public record). *Cf. News-Press Publishing Company, Inc. v. Carlson,* 410 So. 2d 546, 548 (Fla. 2d DCA 1982), holding that the preponderant interest in allowing public participation in the budget process justified the inclusion of an agency's internal budget committee within the provisions of the Government in the Sunshine Law.

The exemption afforded by s. 447.605(3), F.S., for work products developed by the public employer in preparation for collective bargaining negotiations does not remove the working papers used in preparing an agency budget from disclosure. *Warden v. Bennett, supra. See also* AGO 92-56 (budget of a public hospital would not, in and of itself, appear to constitute either a trade secret or marketing plan for purposes of a statutory exemption for documents revealing a hospital's marketing plan or trade secrets).

d. Economic development records

(1) Business location or expansion plans

If a private entity requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning the entity's interest in or plans to locate or expand its business activities in Florida, the information is confidential and exempt from disclosure for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first. Section 288.075(2)(a)1., F.S. Confidentiality may be extended for up to an additional 12 months upon the written request of the private entity if the agency finds that the private entity is still actively considering locating or expanding its business activities in Florida. Section 288.075(2)(a)2., F.S. If a final project order for a signed economic development agreement is issued, then the information remains confidential for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality specified in s. 288.075(2)(a)1. or s. 288.075(2)(a)2., F.S. *And see* s. 288.075(2)(b), F.S., restricting public officials from entering into binding agreements with the private entity requesting confidentiality until 90 days after the information has been made public, unless certain conditions are met.

The term "economic development agency" means the state Department of Commerce, an industrial development authority, Space Florida, the public economic development agency of a county or municipality, or a research and development authority. Also included are the county or municipal officers or employees assigned the duty to promote the general business interests or industrial interests of that county or municipality or the related responsibilities, if the county or municipality does not have a public economic development agency. The term also includes

private persons or agencies authorized by the state, a county or a municipality to promote the general business interests of the state or that municipality or county. Section 288.075(1)(a), F.S.

The Legislature's designation of those entities which are considered economic development agencies for purposes of s. 288.075, F.S., precludes any other entities from falling under the definition. *See* AGO 12-36 (St. Augustine-St. Johns County Airport Authority is not an "economic development agency" as defined in s. 288.075, F.S.). *Cf.* Inf. to Rooney, June 8, 2011 (if by amendment of the county charter, the voters made the county commission a part of the county economic development agency by placing the executive director of the agency under the direct supervision of the county commission, then the provisions of s. 288.075, F.S., would apply to the county commission).

A written request for confidentiality under s. 288.075(2), F.S., may constitute or contain information required to be held confidential under that statute; however, such a determination must be made by the custodian on a case-by-case basis as to whether a particular record or portion of a record falls within the scope of the exemption. AGO 07-15. The section, however, may be cited by the records custodian as statutory authority for withholding information from public disclosure without violating the required confidentiality provisions of the statute. *Id. Cf.* AGO 80-78 (county industrial development authority permitted to withhold access only to those records "clearly falling" within the exemption provided in s. 288.075; "policy considerations" do not justify nondisclosure of public records).

Development plans, financial records, financial commitment letters and draft memoranda of understanding between the city and a developer considering expansion or relocation within the city appear to come within the scope of the exemption. AGO 04-19. However, the burden is on the economic development agency "to carefully and in good faith distinguish between those documents clearly covered by the exemption and those not covered." *Id.*

Trade secrets (as defined in the exemption) held by an economic development agency are confidential and exempt from disclosure. Section 288.075(3), F.S. Proprietary confidential business information held by an economic development agency is confidential and exempt until such information is otherwise publicly available or is no longer treated by the proprietor as proprietary confidential business information. Section 288.075(4), F.S. Federal employer identification numbers, reemployment assistance account numbers, or Florida sales tax registration numbers held by an economic development agency are confidential and exempt. Section 288.075(5), F.S. In addition, certain information held pursuant to the administration of an economic incentive program is confidential and exempt for limited periods as specified in the exemption. Section 288.075(6), F.S. *And see* s. 288.075(7), F.S. (tax returns, financial information, and credit history information held by a state or federally funded small business loan program).

(2) Convention center booking business records

Booking business records of a public convention center, sports facility, or auditorium are exempt from public disclosure. Section 255.047(2), F.S. The statute defines "booking business records" to include "client calendars, client lists, exhibitor lists, and marketing files." Section 255.047(1)(a), F.S. The term does not include "contract negotiation documents, lease agreements, rental rates, event invoices, event work orders, ticket sales information, box office records, attendance figures, payment schedules, certificates of insurance, accident reports, incident reports, or correspondence specific to a confirmed event." *Id. And see* s. 125.0104(9)(d)1., F.S. (providing an exemption for information given to a county tourism promotion agency, which, if released, would reveal the identity of those who provide information in response to a sales promotion, advertisement, or research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data).

e. Ownership records for registered public obligations

Records regarding ownership of, or security interests in, registered public obligations are not open to inspection. Section 279.11, F.S.

f. Personal financial records

In the absence of a statutory exemption, financial information prepared or received by an agency is subject to Ch. 119, F.S. *See Wallace v. Guzman,* 687 So. 2d 1351 (Fla. 3d DCA 1997) (personal income tax returns and financial statements submitted by housing finance authority members as part of the authority's application to organize a bank are subject to disclosure). *See also* Inf. Op. to Lovelace, April 3, 1992 (records identifying mortgage recipients held by a bank acting as agent of a housing finance authority in granting mortgages funded by the authority are public records).

(1) Bank account, debit and credit card numbers

Bank account numbers, and debit, charge, and credit card numbers held by an agency are exempt from public disclosure. Section 119.071(5)(b), F.S. *See also* s. 119.0714(1)(j), (2)(e) and 3(b), F.S., regarding confidentiality of bank account numbers and debit, charge, and credit card numbers contained in court and official records. *Cf.* s. 570.822(8)(a), F.S. (exemption for credit history information, credit reports, and credit scores held by the Department of Agriculture and Consumer Services pursuant to its administration of the Agriculture and Aquaculture Producers Natural Disaster Recovery Loan Program).

(2) Consumer financial information

There are statutes which exempt consumer financial information received by certain agencies. For example, s. 624.23, F.S., provides confidentiality for personal financial information held by the Department of Financial Services or the Office of Insurance Regulation relating to a consumer's complaint or inquiry regarding a matter or activity regulated under the Florida Insurance Code. *See State, Department of Financial Services v. Danahy & Murray*, 246 So. 3d 466 (Fla. 1st DCA 2018), upholding the constitutionality of the statute. *See also* s. 717.117(11)(b), F.S. (property identifiers contained in unclaimed property reports held by the Department of Financial Services are confidential); s. 627.351(6)(x)1., F.S. (claims and underwriting files of the Citizens Property Insurance Corporation, except as provided in the exemption); s. 119.071(5)(f), F.S. (health or property insurance information provided by applicants or participants in government housing assistance programs); and s. 655.057(1)(c), F.S. (personal financial information contained in investigation records of the Office of Financial Regulation).

(3) Financial information submitted by state licensure applicants

In the absence of statutory exemption, financial information in a licensing file is subject to disclosure. *See* AGO 04-16. However, the Legislature has enacted exemptions for financial information held by certain licensing agencies. For example, credit history information and credit scores held by the Office of Financial Regulation for purposes of licensing loan originators, mortgage brokers and mortgage lenders are confidential. Section 494.00125(3) F.S. *And see* s. 655.057(5)(a)(b), F.S. (personal financial information received by the Office pursuant to an application for authority to organize a new state bank or new state trust company).

Financial information submitted by license applicants to the Department of Business and Professional Regulation is also confidential. Section 455.229(1), F.S. *And see* s. 456.014(1), F.S. (Department of Health license applicants). *Cf. Surterra Florida, LLC v. Florida Department of Health*, 223 So. 3d 376 (Fla. 1st DCA 2017) (affirming trial court finding that identities of investors and partners listed in applications to dispense medical cannabis were not confidential trade secrets). For more information on disclosure issues relating to trade secrets, please refer to the discussion of that topic in pages 161-163.

(4) Temporary cash assistance program participant

Except as provided in the exemption, personal identifying information of a temporary cash assistance program participant is confidential. Section 414.295(1), F.S.

(5) Toll payment personal identifying information

Section 338.155(6), F.S. provides an exemption for personal identifying information held by the Department of Transportation, a county, a municipality, or an expressway authority for the purpose of paying, prepaying, or collecting tolls and associated charges due for the use of toll facilities.

(6) Utility payment records

Agency records of payments for utility services are subject to disclosure. *See* AGOs 88-57 (county records of payments made by individuals for waste collection services are public records), and 92-09 (customer delinquency information held by a utilities commission is subject to disclosure). *Cf.* s. 119.0713(5)(a), F.S., providing an exemption for customer meter-derived data and billing information in increments less than one billing cycle.

g. Taxpayer records

There are a number of statutes providing for confidentiality of taxpayer records held by the Department of Revenue. *See, e.g.,* s. 213.053(2)(a), F.S. (all information contained in returns, reports, accounts, or declarations received by the Department of Revenue, including investigative reports and information and letters of technical advice, is confidential except for official purposes and exempt from s. 119.07[1], F.S.); s. 213.21(3), F.S. (records of compromises of taxpayer liability not subject to disclosure); and s. 213.27(6), F.S. (confidential information shared by the Department of Revenue with debt collection or auditing agencies under contract with the department is exempt from public disclosure and such debt collection or auditing agencies are bound by the same confidentiality requirements as the department). *Cf. Wallace v. Guzman,* 687 So. 2d 1351 (Fla. 3d DCA 1997) (personal income tax returns submitted by housing finance authority members to state banking agency as part of the authority's application to organize a bank are subject to disclosure).

In addition, s. 193.074, F.S., provides for confidentiality of certain taxpayer information. In light of the position taken by the Department of Revenue that its form entitled "Original Application for Ad Valorem Tax Exemption" constitutes a "return," such form should be treated as a "return" that is confidential pursuant to s. 193.074, F.S. AGO 05-04. *Accord* AGO 95-07. *And see NYT Management Services, Inc. v. Florida Department of Revenue,* No. 2006-CA-0896 (Fla. 2d Cir. Ct. April 25, 2006), available online in the Cases database at the open government site at myfloridalegal.com (declarations or written statements filed with the Department of Revenue pursuant to the state's revenue laws would be a return and thus confidential under s. 193.074, F.S.).

A taxpayer's e-mail address held by a tax collector for the purpose of sending certain tax notices or obtaining the consent of a taxpayer for electronic transmission of certain tax notices, as provided in cited statutes, is exempt from public disclosure requirements. Section 197.3225, F.S. *Cf.* s. 288.075(7), F.S. (tax returns held by an economic development agency pursuant to its administration of a state or federally funded small business loan program is exempt from public disclosure); s. 570.822(8)(a), F.S. (tax returns held by the Department of Agriculture and Consumer Services pursuant to its administration of the Agriculture and Aquaculture Producers Natural Disaster Recovery Loan program are exempt).

However, taxpayer information that is confidential in the hands of certain specified officers under s. 193.074, F.S., is subject to disclosure under the Public Records Act when it has been submitted by a taxpayer to a value adjustment board as evidence in an assessment dispute. AGO 01-74. *Cf.* Inf. Op. to Echeverri, April 30, 2010 (while property appraiser may use confidential

records submitted to the value adjustment board by the taxpayer, it is not clear whether property appraiser may independently submit confidential material to the board in the absence of a taxpayer's submission although board may order production of confidential records). Similarly, absent a specific statutory exemption for assessment rolls and public information cards, such documents made or received by the property appraiser are public records subject to the Public Records Act, regardless of the confidentiality of a return that may contain information used in their creation. AGO 05-04.

12. Firearms records

Personal identifying information of an individual who has applied for or received a license to carry a concealed weapon or firearm pursuant to s. 790.06, F.S., held by the Department of Agriculture and Consumer Services is confidential and exempt from public disclosure requirements. Section 790.0601(1), F.S. The same information is also confidential when held by a tax collector appointed by the Department. Sections 790.0601(2), and 790.0625(4), F.S.

Information made confidential by s. 790.0601, F.S., shall be disclosed with the express written consent of the applicant or licensee or his or her legally authorized representative, by court order upon a showing of good cause, or upon request by a law enforcement agency in connection with the performance of lawful duties. Section 790.0601(3), F.S. *Cf. Times Publishing Company v. City of Pensacola,* No. 2002-2053 (Fla. 1st Cir. Ct. November 13, 2002), *per curiam affirmed,* 869 So. 2d 546 (Fla. 1st DCA 2004), available online in the Cases database at the open government site at myfloridalegal.com, concluding that police department records of weapons assigned to law enforcement officers and described as "specialty weapons utilized for surveillance and defensive purposes, by surveillance personnel" were exempt from disclosure under s. 119.071(3)(a), F.S., relating to security system plans and terrorist threat assessments, and the exemption for surveillance personnel, techniques, and procedures, now found at s. 119.071(2)(d), F.S.

13. Hospital and medical records

a. Communicable or infectious disease reports

A number of exemptions exist for communicable or infectious disease reports. *See, e.g.,* s. 381.0031(6), F.S. (information submitted in public health reports to Department of Health is confidential and is to be made public only when necessary to public health); s. 384.29, F.S. (sexually transmissible diseases). *See Ocala Star-Banner v. State,* 697 So. 2d 1317 (Fla. 5th DCA 1997) (upholding court order sealing portions of a battery prosecution case file pertaining to transmission of sexually transmissible diseases to victims due to s. 384.29, F.S., confidentiality requirements). However, notwithstanding any other provision of law to the contrary, the Department of Health, the Department of Children and Families, and the Agency for Persons with Disabilities may share confidential information on any individual who is or has been the subject of a program within the jurisdiction of each agency. Section 402.115, F.S. The shared information remains confidential or exempt as provided by law. *Id. See* AGO 98-52.

Results of screenings for sexually transmissible diseases conducted by the Department of Health in accordance with s. 384.287, F.S., may be released only to those persons specified in the exemption. Section 384.287(5), F.S.

Notification to an emergency medical technician, paramedic or other person that a patient they treated or transported has an infectious disease must be done in a manner to protect the confidentiality of patient information and shall not include the patient's name. Section 395.1025, F.S.

There are strict confidentiality requirements for test results for HIV infection; such information may be released only as expressly prescribed by statute. *See* ss. 381.004, and 384.287(6), F.S. Any person who violates the confidentiality provisions of s. 381.004, F.S., and s. 951.27, F.S., is guilty of a first degree misdemeanor. Section 381.004(5)(b), F.S. *And see*

s. 381.004(5)(c), F.S., establishing felony penalties for disclosure in certain circumstances. Thus, information received by the clerk of court indicating that an individual has complied with an order to be tested for HIV and the attendant test results "would appear to be confidential and should be maintained in that status." AGO 00-54. *Cf. Florida Department of Corrections v. Abril,* 969 So. 2d 201 (Fla. 2007) (an entity that negligently violates a patient's right of confidentiality in disclosing the results of HIV testing may be held responsible in a negligence action).

Results of HIV and hepatitis tests performed on persons charged with certain offenses may not be disclosed except as authorized in the exemption. Section 960.003, F.S. *See also* s. 951.27, F.S. (limited disclosure of infectious disease test results, including HIV testing pursuant to s. 775.0877, F.S., of inmates as provided in statute).

b. Hospital records

(1) Public hospitals

Like other governmental agency records, public hospital records are subject to disclosure in the absence of a statutory exemption. For example, the court in *Tribune Company v. Hardee Memorial Hospital,* No. CA 91-370 (Fla. 10th Cir. Ct. August 19, 1991), available online in the Cases database at the open government site at myfloridalegal.com, held that a settlement agreement entered in a lawsuit against the public hospital alleging that the hospital had swapped babies was a public record. The court held that the agreement was subject to disclosure despite a confidentiality provision contained within the agreement and claims by the hospital that it constituted work product. *Cf. Bert Fish Foundation, Inc. v. Southeast Volusia Hospital District,* No. 10-20801-CINS (Fla. 7th Cir. Ct. December 22, 2010), available online in the Cases database at the open government site at myfloridalegal.com (governing boards of hospital district and medical center violated the Sunshine Law when they held numerous closed meetings to discuss an affiliation or merger with a healthcare corporation). For information on exemptions applicable to public hospitals, please refer to Appendix D and the Index. *Cf.* AGO 14-10, noting that an exemption in s. 395.3035(5), F.S., for certain records and meetings relating to a "strategic plan" for operation of a hospital must be narrowly construed and would not apply to an evaluation conducted pursuant to s. 155.40(5), F.S., for purposes of the sale or lease of a public hospital.

(2) Private hospitals/private organizations operating public hospitals

A private organization leasing the facilities of a public hospital is acting on behalf of a public agency and thus constitutes an agency subject to open records requirements in the absence of statutory exemption. *See Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation,* 729 So. 2d 373 (Fla. 1999).

Section 395.3036, F.S., however, provides that records of a private entity that leases a public hospital or other public health care facility are confidential and exempt from disclosure when the public lessor complies with the public finance accountability provisions of s. 155.40(18), F.S., with respect to the transfer of any public funds to the private lessee and when the private lessee meets at least three of five criteria set forth in the exemption. *See Indian River County Hospital District v. Indian River Memorial Hospital, Inc.,* 766 So. 2d 233 (Fla. 4th DCA 2000) (nonprofit corporation leasing hospital from hospital district). *And see Baker County Press, Inc. v. Baker County Medical Services,* Inc., 870 So. 2d 189 (Fla. 1st DCA 2004), upholding the constitutionality of the exemption. *Cf. Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation,* 927 So. 2d 961 (Fla. 5th DCA 2006) (private corporation that *purchased* hospital from public hospital authority not subject to Public Records Act); and s. 155.40(21), F.S., describing and construing the term "complete sale" as applied to a purchase of a public hospital by a private entity.

c. Patient and clinical records

(1) Patient and clinical records generally

Patient records are generally protected from disclosure. For example, patient records in hospitals and surgical facilities licensed under Ch. 395, F.S., are confidential and may not

be disclosed without the consent of the patient, or the patient's legal representative, except as provided in the statute. Section 395.3025(4), (5), (7) and (8), F.S. *And see* s. 119.0712(1), F.S. (personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health); and s. 400.022(1)(m), F.S. (nursing home residents' medical and personal records).

Patient clinical records are also protected. *See, e.g.,* s. 393.13(4)(i)1., F.S. (central client records of persons with developmental disabilities); s. 394.4615(1), F.S. (clinical records of persons subject to "The Baker Act"); and s. 397.501(7), F.S. (individuals receiving services from substance abuse service providers). *And see* ss. 397.6760(1), F.S. (petitions for involuntary assessment and stabilization and related court records filed with a court under Part V of Ch. 397, F.S.[substance abuse]); 394.47891(12)(a) (veterans treatment court program); 394.47892(8)(a) (mental health court program); and 394.464(1) (petitions for voluntary and involuntary admission for mental health treatment, courts orders and related records filed with or by a court under the Baker Act). *Cf.* s. 381.987, F.S. (patient or caregiver identifying information in the medical marijuana use registry).

(2) Disclosure of patient records

Patient medical records made by health care practitioners may not be furnished to any person other than the patient, his or her legal representative or other health care practitioners and providers involved in the patient's care and treatment without written authorization, except as provided by ss. 440.13(4)(c) and 456.057, F.S. Section 456.057(7)(a), F.S. *See State v. Johnson,* 814 So. 2d 390 (Fla. 2002) (state attorney's subpoena power under s. 27.04, F.S., cannot override notice requirements of s. 395.3025[4][d], F.S., which provides for disclosure of confidential patient records upon issuance of subpoena and upon proper notice to the patient or the patient's legal representative). *Cf.* s. 408.051(4), F.S., permitting a health care provider to release or access an identifiable health record of a patient without the patient's consent for use in the treatment of the patient for an emergency medical condition, as defined in s. 395.002(8), F.S., when the health care provider is unable to obtain the patient's consent or the consent of the patient representative due to the patient's condition or the nature of the situation requiring immediate medical attention.

The recipient of patient records, if other than the patient or the patient's representative, may use such information only for the purpose provided and may not disclose any information to any other person or entity, unless expressly permitted by the written consent of the patient. *See* ss. 395.3025(7) (hospital patient records) and 456.057(11), F.S. (health care practitioner patient records). Thus, predeath medical records in the possession of the medical examiner are not subject to public inspection. *Church of Scientology Flag Service Org., Inc. v. Wood,* No. 97-688CI-07 (Fla. 6th Cir. Ct. February 27, 1997), available online in the Cases database at the open government site at myfloridalegal.com.

Similarly, clinical records maintain their confidentiality even when disclosed to another agency such as the clerk of the circuit court. AGO 91-10. *And see Sarasota Herald-Tribune v. Department of Children and Families,* No. 2001-CA-002445 (Fla. 2d Cir. Ct. April 8, 2002), available online in the Cases database at the open government site at myfloridalegal.com (confidentiality of clinical record is maintained even though Department of Children and Families may have filed portions of the records in court proceedings throughout the state; department has no authority to waive confidentiality of clinical records). *Cf.* AGO 01-69 (documents submitted to the statewide provider and managed care organization claim dispute resolution program pursuant to s. 408.7057, F.S., found to be subject to disclosure after redaction of patient-identifying information).

d. Emergency medical services

With limited exceptions, s. 401.30(4), F.S., provides, in relevant part, that "[r]ecords of emergency calls which contain patient examination or treatment information are confidential and exempt from the provisions of s. 119.07(1) and may not be disclosed without the consent of the

person to whom they pertain." Such records may be released only in certain circumstances and only to the persons and entities specified in the statute. AGO 86-97. Thus, a city commissioner is not authorized to review records of an emergency call by the city's fire-rescue department when those records contain patient examination and treatment information, except with the consent of the patient. AGO 04-09. *See Lee County v. State Farm Mutual Automobile Insurance Company,* 634 So. 2d 250 (Fla. 2d DCA 1994), upholding the county's right to require the patient's notarized signature on all release forms, to ensure that these confidential records are not improperly released. *And see* AGO 09-30 (entire record of emergency call containing patient examination and treatment information which is maintained as required by s. 401.30[1], F.S., is confidential and exempt; reports containing statistical data, required by the Department of Health, are public records and must be made available for inspection and copying following redaction of any patient-identifying information).

However, s. 401.30(4), is not violated by the city attorney, or an attorney under contract to the city, and other city officials having access to the city fire-rescue department's records of emergency calls that contain patient information when such access is granted to such individuals in carrying out their official duties to advise and defend, or assess the liability of, the city in a possible or anticipated claim against the city arising out of the provision of such care. AGO 95-75. *And see* AGO 08-20 (s. 401.30[4], F.S., permits emergency medical services transportation licensee to release records of emergency calls including patient's name, address, and pertinent medical information to local law enforcement agency that does not provide regulatory or supervisory responsibility over licensee).

e. Hospital employees

Section 395.3025(10), F.S., establishes that the home addresses, telephone numbers, and photographs of hospital or surgical center employees who provide direct patient care or security services, as well as specified information about the spouses and children of such employees, are confidential and exempt from disclosure requirements. The same information must also be held confidential by the facility upon written request by other employees who have a reasonable belief, based upon specific circumstances that have been reported in accordance with the procedure adopted by the facility, that release of the information may be used to threaten, intimidate, harass, inflict violence upon, or defraud the employee or any member of the employee's family. Section 395.3025(11), F.S.

f. Persons with disabilities registry

Section 402.88(1)(a), F.S., authorizes local law enforcement agencies to develop and maintain a database to be known as a "Persons with Disabilities Registry," listing persons who have developmental, psychological, or other disabilities or conditions that may be relevant to their interactions with law enforcement officers. All records and identifying information relating to the enrollment of persons in this registry held by a local law enforcement agency are confidential and exempt. Disclosure is authorized as provided in the exemption. Section 402.88(4), F.S.

14. Investigative records of non-law enforcement agencies

a. Investigative records generally

In the absence of a specific legislative exemption, investigative records made or received by public agencies are open to public inspection pursuant to Ch. 119, F.S. *See State ex rel. Veale v. City of Boca Raton,* 353 So.2d 1194 (Fla. 4th DCA 1977), *cert. denied,* 360 So. 2d 1247 (Fla. 1978) (report prepared by assistant city attorney for the city council concerning suspected irregularities in the city's building department is a public record). *See also Caswell v. Manhattan Fire and Marine Insurance Company,* 399 F.2d 417 (5th Cir. 1968) (ordering that certain investigative records of the state insurance agency be produced for inspection under Ch. 119, F.S.). *Accord* AGO 91-75 (documents containing information compiled by school board employees during an investigation of school district departments are open to inspection in the absence of statutory exemption); AGO 85-79 (interoffice memoranda, correspondence, inspection reports of restaurants, grocery stores and other such public premises, nuisance complaint records, and notices of violation of public

health laws maintained by county public health units are subject to disclosure in the absence of any statutory exemption); and AGO 71-243 (inspection reports made or received by a school board in connection with its official investigation of the collapse of a school roof constitute public records). *Cf. Canney v. Board of Public Instruction of Alachua County,* 278 So. 2d 260 (Fla. 1973) (Sunshine Law applies to boards acting in a "quasi-judicial" capacity).

Disclosure of records of investigative proceedings upon completion of a preliminary investigation is not violative of privacy rights arising under the state or federal Constitutions. *See Garner v. Florida Commission on Ethics,* 415 So. 2d 67 (Fla. 1st DCA 1982), *review denied,* 424 So. 2d 761 (Fla. 1983) (public's right to view commission files prepared in connection with investigation of alleged violations of the Code of Ethics outweighs an individual's disclosural privacy rights).

The investigative exemptions now found in paragraphs (2)(c) through (f), (h) and (i) of s. 119.071(2), F.S., limit disclosure of specified *law enforcement* records, and thus do not apply to investigations conducted by agencies outside the criminal justice system. *See Douglas v. Michel,* 410 So. 2d 936, 939 (Fla. 5th DCA 1982), *questions answered and approved*, 464 So. 2d 545 (Fla. 1985) (exemption for "information revealing surveillance techniques or procedures or personnel" [now found at s. 119.071(2)(d)] does not apply to a hospital's personnel files). *See also* AGO 91-75, stating that the active criminal investigation and intelligence exemption does not apply to information compiled in a school board investigation into the conduct of certain school departments; and AGO 87-51, concluding that complaints from state labor department employees relating to departmental integrity and efficiency do not constitute criminal intelligence information or criminal investigative information.

Thus, the contents of an investigative report compiled by the Inspector General for a state agency in carrying out his or her duty to determine program compliance are not converted into criminal intelligence information merely because the Florida Department of Law Enforcement also conducts an investigation or because such report or a copy thereof has been transferred to the department. Inf. Op. to Slye, August 5, 1993.

b. Statutory exemptions

A number of exemptions exist for investigative records. For a more complete listing, please refer to Appendix D and the Index.

(1) Discrimination investigations

Complaints and other records in the custody of any agency which relate to a complaint of discrimination based on race, color, religion, sex, national origin, age, handicap, or marital status in connection with hiring practices, position classifications, salary, benefits, discipline, discharge, employee performance evaluation, or related activities are exempt from 119.07(1), F.S., until a probable cause finding is made, the investigation becomes inactive, or the complaint or other record is made part of the record of a hearing or court proceeding. Section 119.071(2)(g)1., F.S. *See* AGO 96-93 (prior to completion of an investigation and a finding of probable cause, records of a county equal opportunity board are exempt from disclosure). *Cf.* s. 119.071(2)(k), F.S., providing for confidentiality of complaints and investigative records of employee misconduct until the investigation is no longer active or has been concluded as set forth in the exemption.

Section 119.071(2)(g)1., F.S., was found to be inapplicable to a complaint filed against a county commissioner which listed many examples of alleged abusive behavior that would be inappropriate for one in the commissioner's position, because the complaint did not assert any form of discrimination based upon race, color, religion, sex, national origin, handicap or marital status. *Schweickert v. Citrus County Florida Board,* 193 So. 3d 1075, 1080 (Fla. 5th DCA 2016). The appellate court also rejected the county's argument that it could delay producing the complaint until after the investigation was completed because the investigator might have discovered or generated records during her investigation that could have related to discrimination

based on race, color, religion, sex, national origin, handicap or marital status which would have qualified for the exemption.

Section 119.071(2)(g)2., F.S., provides that when the alleged victim chooses not to file a complaint and requests that the records of the complaint remain confidential, all records relating to an allegation of employment discrimination are confidential. *But see* AGO 09-10, stating that when an agency has reached a settlement with an individual who has filed a discrimination complaint, the claimant is considered to have pursued the claim and may not request confidentiality pursuant to the exemption.

Complaints and other records in the custody of any unit of local government which relate to a complaint of discrimination based on race, color, religion, sex, national origin, age, handicap, marital status, sale or rental of housing, the provision of brokerage services, or the financing of housing, are exempt from s. 119.07(1), F.S., until a probable cause finding is made, the investigation becomes inactive, or the complaint or other record is made part of the record of any hearing or court proceeding. Section 119.0713(1), F.S.

Personal identifying information of the alleged victim in an allegation of sexual harassment or the victim of sexual harassment is confidential and exempt if such information identifies that person as an alleged victim or as a victim of sexual harassment. Confidentiality may be waived in writing by the alleged victim or the victim. The information may be disclosed to another governmental entity in the furtherance of its official duties and responsibilities. Section 119.071(2)(n), F.S. *Cf.* s. 284.45(2), F.S.

(2) Employee misconduct investigations

For information about the exemption for complaints and active investigations of employee misconduct contained in s. 119.071(2)(k), F.S., please refer to the discussion on pages 136-137.

(3) Ethics investigations

The complaint and records relating to the preliminary investigation conducted by the Commission on Ethics or other specified entities are confidential and exempt until the complaint is dismissed as legally insufficient, the alleged violator requests in writing that the records be made public, or until the Commission or other listed entity determines whether probable cause exists to believe that a violation has occurred. Section 112.324(2)(a) and (e), F.S. *See also* s. 112.3215(8)(b) and (e), F.S. (providing confidentiality for certain records relating to Ethics Commission investigation of alleged violations of lobbying laws).

However, a police report of an investigation of a public employee that has been concluded and is in the possession of the police department is not made confidential by the fact that the same issue and the same individual are the subject of an ethics complaint pursuant to Part III, Ch. 112, F.S., or because a copy of the police report may be included in information obtained by the Ethics Commission pursuant to its powers to investigate ethics complaints. AGO 96-05. *And see Gay v. City of Madeira Beach*, No. 16-004836 (Fla. 6th Cir. Ct. May 26, 2017), available online in the Cases database at the open government site at myfloridalegal.com (city must permit inspection and copying of complaints filed with the Ethics Commission and received by the City Attorney). *Cf.* s. 112.324(2)(b), F.S. (written referrals to the Ethics Commission submitted pursuant to s. 112.324[1][b], F.S., records relating to such referrals held by the commission, the Governor, the Department of Law Enforcement, or a state attorney, and records relating to any preliminary investigation of such referrals held by the commission, are confidential and exempt except as provided in s. 112.324[2][e], F.S.)

(4) Local government inspector general investigations

The investigative report of the inspector general prepared for or on behalf of a unit of local government becomes a public record when the investigation becomes final. Section 119.0713(2)

(b), F.S. An investigation becomes final when the investigative report is presented to the unit of local government, as defined in the exemption. *Id. Cf. Nicolai v. Baldwin,* 715 So. 2d 1161, 1163 (Fla. 5th DCA 1998), noting that a draft audit report prepared by the clerk of court did not become "final" when it was reviewed by the county administrator; the report became "final" and subject to disclosure when presented to the county commission. Information received, produced, or derived from an investigation is confidential and exempt until the investigation is complete or when the investigation is no longer active, as defined in the exemption. *Id.*

(5) State inspector general investigations

Audit workpapers and reports of state agency inspectors general appointed in accordance with s. 20.055, F.S., are public records to the extent that they do not include information which has been made confidential and exempt from s. 119.07(1), F.S. Section 20.055(6)(b), F.S. However, when the inspector general or a member of the staff receives from an individual a complaint or information that falls within the definition provided in s. 112.3187(5), F.S. [whistle-blower], the name or identity of the individual shall not be disclosed to anyone else without the written consent of the individual, unless the inspector general determines that such disclosure is unavoidable during the course of the audit or investigation. *Id. And see* page 136, discussing the exemption for complaints alleging employee misconduct found in s. 119.071(2)(k), F.S.

Section 112.31901(2), F.S., authorizes the Governor, in the case of the Chief Inspector General, or agency head, in the case of an employee designated as the agency inspector general under s. 112.3189, F.S., to certify that an investigatory record of the Chief Inspector General or an agency inspector general requires an exemption in order to protect the integrity of the investigation or avoid unwarranted damage to an individual's good name or reputation. If so certified, the investigatory records are exempt from s. 119.07(1), F.S., until the investigation ceases to be active, or a report detailing the investigation is provided to the Governor or the agency head, or 60 days from the inception of the investigation for which the record was made or received, whichever first occurs. Section 112.31901(1), F.S. The provisions of this section do not apply to whistle-blower investigations conducted pursuant to the whistle-blower act. Section 112.31901(3), F.S.

(6) State licensing investigations

Pursuant to s. 455.225(10), F.S., complaints against a licensed professional filed with the state licensing board or the Department of Business and Professional Regulation are confidential and exempt from disclosure until 10 days after probable cause has been found to exist by the probable cause panel of the licensing board or by the Department of Business and Professional Regulation, or the professional waives his or her privilege of confidentiality, whichever occurs first. A similar exemption applies to complaints and investigations conducted by the Department of Health and licensing boards within that department as provided in s. 456.073(10), F.S. *See Salameh v. Florida Department of Health*, 325 So. 3d 349 (Fla. 1st DCA 2021) (pursuant to s. 456.073[10], records of administrative complaint made public after probable cause panel found probable cause but failed to consider Dr. Salameh's exculpatory materials as required by statute, could not be maintained as confidential even though panel subsequently reconsidered the case, reviewed Salameh's submission, found no probable cause and withdrew the complaint).

Complaints filed by a municipality against a licensed professional are included within the confidentiality provisions. AGO 02-57. However, while the complaint filed by the municipality with the state licensing agency is exempt, the exemption afforded by the statute does not extend to other records held by the city related to the nature of the alleged offense by the licensed professional. *Id.*

(7) Whistle-blower investigations

(a) Whistle-blower identity

The Whistle-blower's Act, ss. 112.3187-112.31895, F.S., "is intended to prevent agencies,

or independent contractors of agencies, from taking retaliatory action against an employee who reports violations of law on the part of a public employer or an independent contractor." AGO 12-20. It provides, with limited exceptions, for the confidentiality of the identity of a whistle-blower who discloses in good faith to the Chief Inspector General, an agency inspector general, a local chief executive officer, or other appropriate local official information that alleges that an employee or agent of an agency or independent contractor has violated or is suspected of having violated any federal, state, or local law, rule or regulation, thereby creating and presenting a substantial and specific danger to the public's health, safety, or welfare; or has committed or is suspected of having committed an act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty. Section 112.3188(1), F.S. *See also* s. 20.055(6)(b), F.S.

A complainant may waive the right to confidential treatment of his or her name or identity. AGO 95-20. However, an individual may not be required to sign a waiver of confidentiality as a condition of processing a complaint. AGO 96-40.

In order to qualify as a whistle-blower complaint, particular information must be disclosed to an "appropriate local official" or other statutorily designated officials; a general complaint of wrongdoing or a complaint to officials other than those specifically named in s. 112.3188(1), F.S., does not entitle the complainant to whistle-blower protection. AGO 98-37. *And see* AGO 99-07 (county inspector general qualifies as an "appropriate local official" for purposes of the whistle-blower law); and AGO 96-40 (town ethics commission may constitute "appropriate local official" for purposes of processing complaints under the whistle-blower law). *Cf.* AGO 12-20 (while county transportation board may be designated as an "appropriate local official" under s. 112.3188, F.S., such designation "may not be advisable" because board must comply with the Sunshine Law and, "[a]bsent a statutory exemption, the handling of confidential information or records during the course of public meetings does not otherwise allow meetings of the board to be closed").

(b) Active investigations

Section 112.3188(2)(a), F.S., states that except as specifically authorized in s. 112.3189, F.S., all information received by the Chief Inspector General or an agency inspector general or information produced or derived from fact-finding or other investigations conducted by the Florida Commission on Human Relations or the Department of Law Enforcement is confidential and exempt if the information is being received or derived from allegations as set forth in s. 112.3188(1)(a) or (b), F.S., and an investigation is "active" as defined s. 112.3188(2)(c), F.S. "Thus, the act protects the identity of employees and persons who disclose information that can serve as the basis for a whistle-blower complaint, as well as information received in the course of a whistle-blower investigation." AGO 10-48.

Information received by an appropriate local official or local chief executive officer or produced or derived from fact-finding or investigations by local government pursuant to s. 112.3187(8)(b), F.S. [authorizing administrative procedures for handling whistle-blower complaints filed by local public employees] is confidential and exempt, provided that the information is being received or derived from allegations set forth in s. 112.3188(1) and an investigation is "active" as defined in the section. Section 112.3188(2)(b), F.S. A complaint initiating an investigation into alleged mismanagement and overpayment of contractors constitutes "information received by" a proper local official and is not subject to disclosure until the investigation is no longer active. *McLendon v. Palm Beach County Office of Inspector General*, 286 So. 3d 375 (Fla. 4th DCA 2019). *See also* s. 119.071(2)(k), F.S., providing that complaints alleging "employee misconduct" are confidential until the investigation is no longer active or has concluded as provided in the exemption.

The exemption applies whether the allegations of wrongdoing were received from an anonymous source or a named individual; in either case information received or generated during the course of the investigation is subject to the exemption. AGO 99-07. *And see* AGO 10-48

(confidential information received by the county's inspector general pursuant to the county's whistle-blower act may be shared with the county's ethics commission only for the purpose of carrying out the commission's whistle-blower functions).

15. Law enforcement records

a. Arrest and crime reports and the exemption for active criminal investigative and active criminal intelligence information

(1) Arrest and crime reports

Arrest and crime reports are generally considered to be open to public inspection. AGOs 91-74 and 80-96. *And see* AGO 08-23 (officer trip sheets revealing identity of officer, location and hours of work and locations to which officers have responded for emergency and non-emergency purposes are "not generally exempt" from disclosure); and AGO 12-07, discussing requirements for recording telephone conversations set forth in Ch. 934, F.S., Florida's Security of Communications law, but noting that "any recordings of telephone conversations made by [a police department] in the usual course of business would be public records," subject to the access and confidentiality provisions of the Public Records Act. *Cf.* s. 901.43(1), F.S., prohibiting a person or entity engaged in publishing or disseminating arrest booking photographs through a publicly accessible print or electronic medium from soliciting or accepting a fee or other payment to remove the photographs.

However, statutory exemptions for active criminal investigative and intelligence information, confessions, juvenile offender records and certain victim information may apply to crime reports and other law enforcement records. A discussion of these and other exemptions pertaining to law enforcement records follows; for additional information regarding exemptions, please refer to Appendix D and the Index, *infra.*

(2) Purpose and scope of exemption

Section 119.071(2)(c)1., F.S., exempts active criminal intelligence information and active criminal investigative information from public inspection. To be exempt, the information must be both "active" and constitute either "criminal investigative" or "criminal intelligence" information. *See Woolling v. Lamar,* 764 So. 2d 765, 768 (Fla. 5th DCA 2000), *review denied,* 786 So. 2d 1186 (Fla. 2001).

Thus, if a crime report contains active criminal investigative information, the criminal investigative information may be excised from the report. AGO 91-74. *See also Palm Beach Daily News v. Terlizzese,* No. CL-91-3954-AF (Fla. 15th Cir. Ct. April 5, 1991), available online in the Cases database at the open government site at myfloridalegal.com, holding that a newspaper was not entitled under Ch. 119, F.S., to inspect the complete and unredacted incident report (prepared following a reported sexual battery but prior to the arrest of a suspect), including the investigating officer's narrative report of the interview with the victim, since such information was exempt from inspection as active criminal investigative information and as information identifying sexual battery victims. *See* s. 119.071(2)(c) and (h), F.S.

The active criminal investigative and intelligence exemption is limited in scope; its purpose is to prevent premature disclosure of information when such disclosure could impede an ongoing investigation or allow a suspect to avoid apprehension or escape detection. *See Tribune Company v. Public Records,* 493 So. 2d 480, 483 (Fla. 2d DCA 1986), *review denied sub nom., Gillum v. Tribune Company,* 503 So. 2d 327 (Fla. 1987). *And see Palm Beach County Sheriff's Office v. Sun-Sentinel Co., LLC*, 226 So. 3d 969, 973 (Fla. 4th DCA 2017), noting that the exemption furthers "the critical importance" of preserving the confidentiality of police records compiled during an ongoing investigation being conducted in good faith by criminal justice agencies.

Moreover, the active criminal investigative and intelligence information exemption does not *prohibit* the disclosure of the information by the criminal justice agency; the information

is exempt from and not subject to the mandatory inspection requirements in s. 119.07(1), F.S., which would otherwise apply. As the court stated in *Williams v. City of Minneola,* 575 So. 2d 683, 687 (Fla. 5th DCA), *review denied,* 589 So. 2d 289 (Fla. 1991), "[t]here are many situations in which investigators have reasons for displaying information which they have the option not to display." *And see* AGO 90-50. *Cf.* s. 838.21, F.S., providing that it is unlawful for a public servant, with intent to obstruct, impede, or prevent a criminal investigation or a criminal prosecution, to disclose active criminal investigative or intelligence information or to disclose or use information regarding either the efforts to secure or the issuance of a warrant, subpoena, or other court process or court order relating to a criminal investigation or criminal prosecution when such information is not available to the general public and is gained by reason of the public servant's official position.

The law enforcement agency asserting the exemption has the burden of proving that it is entitled to it. *Christy v. Palm Beach County Sheriff's Office,* 698 So. 2d 1365 (Fla. 4th DCA 1997); and *Florida Freedom Newspapers, Inc. v. Dempsey,* 478 So. 2d 1128 (Fla. 1st DCA 1985).

(3) Definition of active criminal investigative or intelligence information

"Criminal intelligence information" means information concerning "an identifiable person or group of persons collected by a criminal justice agency in an effort to anticipate, prevent, or monitor possible criminal activity." Section 119.011(3)(a), F.S.

Criminal intelligence information is considered "active" as long "as it is related to intelligence gathering conducted with a reasonable, good faith belief that it will lead to detection of ongoing or reasonably anticipated criminal activities" or "is directly related to pending prosecutions or appeals." Section 119.011(3)(d), F.S.

"Criminal investigative information" is defined as information relating to "an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission, including, but not limited to, information derived from laboratory tests, reports of investigators or informants, or any type of surveillance." Section 119.011(3)(b), F.S. *See Rose v. D'Alessandro,* 380 So. 2d 419 (Fla. 1980) (complaints and affidavits received by a state attorney in the discharge of his investigatory duties constitute criminal intelligence or criminal investigative information). Similarly, an autopsy report may constitute criminal investigative information. *See* AGO 78-23.

Such information is considered "active" as long "as it is related to an ongoing investigation which is continuing with a reasonable, good faith anticipation of securing an arrest or prosecution in the foreseeable future" or "is directly related to pending prosecutions or appeals." Section 119.011(3)(d), F.S.

"Criminal justice agency" is defined to mean any law enforcement agency, court, prosecutor or any other agency charged by law with criminal law enforcement duties or any agency having custody of criminal intelligence information or criminal investigative information for the purpose of assisting such law enforcement agencies in the conduct of active criminal investigation or prosecution or for the purpose of litigating civil actions under the Racketeer Influenced and Corrupt Organization Act, during the time that such agencies are in possession of criminal intelligence information or criminal investigative information pursuant to their criminal law enforcement duties. The term also includes the Department of Corrections. Section 119.011(4), F.S.

(4) Information that is *not* considered to be criminal investigative or intelligence information and must be released unless some other exemption applies

Section 119.011(3)(c), F.S., states that the following information is not criminal investigative or criminal intelligence information:

1. The time, date, location and nature of a reported crime;
2. The name, sex, age, and address of a person arrested (but see pages 115-117 regarding confidentiality of certain juvenile crime records) or the name, sex, age and address of the victim of a crime, except as provided in s. 119.071(2)(h) or (o). F.S. Section 119.071(2)(h), F.S., provides confidentiality for information revealing the identity of a victim of a sexual offense, child abuse, or a child victim of human trafficking. Section 119.071(2)(o), F.S., provides that the address of a victim of an incident of mass violence is exempt. For more information, please refer to the discussion of exemptions pertaining to certain crime victims found on pages 123-125 (child abuse and sexual offense victims) and pages 125-126 (homicide victims). For information on the constitutional amendment known as Marsy's Law, please see the discussion on page 121;
3. The time, date and location of the incident and of the arrest;
4. The crime charged;
5. Documents given or required to be given to the person arrested, except as provided in s. 119.071(2)(h) or (m), F.S., unless the court finds that release of the information prior to trial would be defamatory to the good name of a victim or witness or jeopardize the safety of such victim or witness; and would impair the ability of the state attorney to locate or prosecute a codefendant;
6. Informations and indictments except as provided in s. 905.26, F.S. [prohibiting disclosure of finding of indictment against a person not in custody, under recognizance or under arrest].

Accordingly, since the above information does not fall within the definition of criminal intelligence or criminal investigative information, it is always subject to disclosure unless some other specific exemption applies. For example, the "time, date, and location of the incident and of the arrest" cannot be withheld from disclosure since such information is expressly exempted from the definitions of criminal intelligence and criminal investigative information. *See* s. 119.011(3)(c)3., F.S. *See also Barfield v. City of Tallahassee,* 171 So. 3d 239 (Fla. 1st DCA 2015) (while "active criminal investigative information" is exempt from public disclosure requirements, the statute expressly excludes the time, date, location, and nature of a reported crime from the exemption).

(5) Records released to the defendant

Except in limited circumstances, records which have been given or are required to be given to the person arrested cannot be withheld from public inspection as criminal investigative or intelligence information. *See* s. 119.011(3)(c)5., F.S. In other words, once the material has been made available to the defendant as part of the discovery process in a criminal proceeding, the material is ordinarily no longer considered to be exempt criminal investigative or criminal intelligence information. *See, e.g., Staton v. McMillan*, 597 So. 2d 940, 941 (Fla. 1st DCA 1992), *review dismissed sub nom.*, *Staton v. Austin*, 605 So. 2d 1266 (Fla. 1992) (active criminal investigation exemption does not apply to information for which disclosure was previously required under the rules of discovery). *Accord Tribune Company v. Public Records*, 493 So. 2d 480, 485 (Fla. 2d DCA 1986), *review denied sub nom.*, *Gillum v. Tribune Company*, 503 So. 2d 327 (Fla. 1987) and *Times Publishing Company v. State*, 903 So. 2d 322, 325 (Fla. 2d DCA 2005). *Cf. State v. Buenoano*, 707 So. 2d 714 (Fla. 1998) (restricted access documents provided to state attorney by federal government pursuant to a loan agreement retained their confidential status under a Florida law providing an exemption for out-of-state criminal investigative information that is shared with Florida criminal justice agencies on a confidential basis, even though the documents erroneously had been given to the defendant and placed in the court record).

For example, in *Satz v. Blankenship,* 407 So. 2d 396 (Fla. 4th DCA 1981), *review denied,* 413 So. 2d 877 (Fla. 1982), the court ruled that a newspaper reporter was entitled to access to tape recordings concerning a defendant in a criminal prosecution where the recordings had been disclosed to the defendant. The court concluded that a reading of the statute reflected the

Legislature's belief that once the information was released to the defendant, there was no longer any need to exclude the information from the public. Thus, the tape recordings were no longer "criminal investigative information" that could be withheld from public inspection. *See also News-Press Publishing Co. Inc. v. D'Alessandro,* No. 96-2743-CA-RWP (Fla. 20th Cir. Ct. April 24, 1996), available online in the Cases database at the open government site at myfloridalegal.com (once state allowed defense counsel to listen to portions of a surveillance audiotape involving a city councilman accused of soliciting undue compensation, those portions of the audiotape became excluded from the definition of "criminal investigative information," and were subject to public inspection). *Cf. City of Miami v. Post-Newsweek Stations Florida, Inc.,* 837 So. 2d 1002, 1003 (Fla. 3d DCA 2002), *review dismissed,* 863 So. 2d 1190 (Fla. 2003) (where defendant filed request for discovery, but withdrew request before state attorney provided such materials, requested materials were not "given or required by law . . . to be given to the person arrested" and thus did not lose their exempt status as active criminal investigative information).

Similarly, in *Bludworth v. Palm Beach Newspapers, Inc.,* 476 So. 2d 775 (Fla. 4th DCA 1985), *review denied,* 488 So. 2d 67 (Fla. 1986), the court upheld a trial judge's order requiring the state attorney to release to the news media all information furnished to the defense counsel in a criminal investigation. While the state attorney argued that the documents could be withheld because the criminal investigation was still "active" and thus exempt from disclosure, the court rejected this contention by concluding that once the material was given to the defendant pursuant to the rules of criminal procedure, the material was excluded from the statutory definition of criminal investigative information. Therefore, it was no longer relevant whether the investigation was active or not and the documents could not be withheld as active criminal investigative information. *Id.* at 779n.1.

Chapter 119's requirement of public disclosure of records made available to the defendant does not violate the attorney disciplinary rule prohibiting extrajudicial comments about defendants as long as the state attorney does not put an interpretation on the record that prejudices the defendant or exposes witnesses. *Bludworth v. Palm Beach Newspapers, Inc.,* 476 So. 2d at 780.

The only circumstances where criminal intelligence or investigative information can retain that status even though it has been made available to the defendant are:

1) If the information would reveal identifying information of a victim of a sexual offense, child abuse, or certain human trafficking crimes pursuant to s. 119.071(2)(h), F.S.; or identifying information of a witness to a homicide for a specified period as provided in s. 119.071(2)(m), F.S.; or the address of a victim of an incident of mass violence as provided in s. 119.071(2)(o), F.S.; or

2) If a court order has been issued finding that release of the information prior to trial would:

   a) be defamatory to the good name of a victim or witness or jeopardize the safety of a victim or witness; and

   b) impair the ability of a state attorney to locate or prosecute a codefendant.

In all other cases, material which has been made available to the defendant cannot be deemed criminal investigative or intelligence information and must be open to inspection unless some other exemption applies (*e.g.,* s. 119.071[2][e], F.S., exempting all information "revealing the substance of a confession" by a person arrested until there is a final disposition in the case); or the court orders closure of the material in accordance with its constitutional authority to take such measures as are necessary to obtain orderly proceedings and a fair trial or to protect constitutional privacy rights of third parties. *See Miami Herald Publishing Company v. Lewis,* 426 So. 2d 1 (Fla. 1982); *Florida Freedom Newspapers, Inc. v. McCrary,* 520 So. 2d 32 (Fla. 1988); *Post-Newsweek Stations, Florida Inc. v. Doe,* 612 So. 2d 549 (Fla. 1992). *And see Morris Communications Company LLC v. State,* 844 So. 2d 671, 673n.3 (Fla. 1st DCA 2003) (although documents turned over to the defendant during discovery are generally public records subject

to disclosure under Ch. 119, the courts have authority to manage pretrial publicity to protect the defendant's constitutional rights as described in *Miami Herald Publishing Company v. Lewis, supra*); *Times Publishing Co. v. State,* 903 So. 2d 322 (Fla. 2d DCA 2005) (while the criminal discovery rules authorize a nonparty to file a motion to restrict disclosure of discovery materials based on privacy considerations, where no such motion has been filed, the judge is not authorized to prevent public access on his or her own initiative). *Cf. Rameses, Inc. v. Demings,* 29 So. 3d 418, 423 (Fla. 5th DCA 2010) ("disclosure to criminal defendant during discovery of unredacted versions of undercover police surveillance recordings does not destroy, in a public records context, the exemptions contained in section 119.071 for information relating to the identity of undercover law enforcement personnel"). *See also* the discussion of Marsy's Law on page 121.

(6) Active versus inactive criminal investigative or intelligence information

(a) Active criminal investigative information

Criminal investigative information is considered active (and, therefore, exempt from disclosure pursuant to s. 119.071[2][c], F.S.) "as long as it is related to an ongoing investigation which is continuing with a reasonable, good faith anticipation of securing an arrest or prosecution in the foreseeable future." Section 119.011(3)(d)2., F.S. Information in cases barred from prosecution by a statute of limitation is not active. *Id.*

The definition of "active" requires "a showing in each particular case that an arrest or prosecution is reasonably anticipated in the foreseeable future." *Barfield v. City of Fort Lauderdale Police Department* 639 So. 2d 1012, 1016 (Fla. 4th DCA), *review denied,* 649 So. 2d 869 (Fla. 1994). Thus, "once the investigations are concluded, if no charges are filed, the records would cease to be 'active' and thus subject to disclosure." *Id.* at 1018.

There is no fixed time limit for naming suspects or making arrests other than the applicable statute of limitations. *See Florida Freedom Newspapers, Inc. v. Dempsey,* 478 So. 2d 1128 (Fla. 1st DCA 1985). The fact that investigators might not yet have decided upon a suspect does not necessarily imply that the investigation is inactive. *Id.* at 1131. The Legislature did not intend that confidentiality be limited to investigations where the outcome and an arrest or prosecution was a certainty or even a probability. *Barfield v. City of Fort Lauderdale Police Department* at 1016-1017.

Thus, an investigation will be deemed to be "active," even though there is no immediate anticipation of an arrest, so long as the investigation is proceeding in good faith, and the state attorney or grand jury will reach a determination in the foreseeable future. *Barfield v. City of Fort Lauderdale Police Department, supra.* Accordingly, a police department's criminal investigation into a shooting incident involving its officers continued to be "active" even though pursuant to department policy, all police shooting cases were sent to the state attorney's office for review by the grand jury and the department did not know if there would be an arrest in this particular case. *Id.*

Similarly, in *News-Press Publishing Co., Inc. v. Sapp,* 464 So. 2d 1335 (Fla. 2d DCA 1985), the court held that in view of an ongoing investigation by the state attorney and the convening of a grand jury in the very near future to consider a shooting incident by deputy sheriffs during an undercover drug transaction, documents consisting of the sheriff's completed internal investigation of the incident constituted "active criminal investigative information" and were, therefore, exempt from disclosure. *See also Wells v. Sarasota Herald Tribune Company, Inc.,* 546 So. 2d 1105 (Fla. 2d DCA 1989) (investigative files of the sheriff and state attorney were not inactive where an active prosecution began shortly after the trial judge determined that the investigation was inactive and ordered that the file be produced for public inspection).

Additionally, a circuit court held that a criminal investigative file involving an alleged 1988 sexual battery which had been inactive for three years, due in part to the death of the

victim from unrelated causes, could be "reactivated" and removed from public view in 1992 when new developments prompted the police to reopen the case. The court found that it was irrelevant that the 1988 file could have been inspected prior to the current investigation; the important considerations were that the file apparently had not been viewed by the public during its "inactive" status and the file was now part of an active criminal investigation and therefore exempt from disclosure as active criminal investigative information. *News-Press Publishing Co., Inc. v. McDougall,* No. 92-1193CA-WCM (Fla. 20th Cir. Ct. February 26, 1992), available online in the Cases database at the open government site at myfloridalegal.com.

In another case, however, the appellate court upheld a court order unsealing an arrest warrant affidavit upon a showing of good cause by the subject of the affidavit. The affidavit had been quashed and no formal charges were filed against the subject. The court held that the affidavit did not constitute active criminal investigative information because there was no reasonable, good faith anticipation that the subject would be arrested or prosecuted in the near future. In addition, most of the information was already available to the subject through grand jury transcripts, the subject's perjury trial, or by discovery. *Metropolitan Dade County v. San Pedro,* 632 So. 2d 196 (Fla. 3d DCA 1994). *And see Mobile Press Register, Inc. v. Witt*, No. 95-06324 CACE (13) (Fla. 17th Cir. Ct. May 21, 1996), available online in the Cases database at the open government site at myfloridalegal.com in which the judge ordered that files in a 1981 unsolved murder be opened to the public because, despite recent reactivation of the investigation, the case had been dormant for many years and no arrest or prosecution had been initiated or was imminent.

(b) Active criminal intelligence information

In order to constitute exempt "active" criminal intelligence information, the information must "be of the type that will lead to the 'detection of *ongoing or reasonably anticipated criminal activities*.'" *Christy v. Palm Beach County Sheriff's Office,* 698 So. 2d 1365, 1367 (Fla. 4th DCA 1997), quoting s. 119.011(3)(d)1., F.S. *See Barfield v. Orange County, Florida,* No. CI92-5913 (Fla. 9th Cir. Ct. August 4, 1992), available online in the Cases database at the open government site at myfloridalegal.com (denying a petition for writ of mandamus seeking access to gang intelligence files compiled by the sheriff's office). *See also* AGO 94-48 (information contained in the statewide integrated violent crime information system established by the Florida Department of Law Enforcement constitutes active criminal intelligence information; even though some of the information may have come from closed investigations, the information is collected to "anticipate, prevent, and monitor criminal activity and to assist in the conduct of ongoing criminal investigations").

By contrast, in *Christy v. Palm Beach County Sheriff's Office, supra,* the court ruled that records generated in connection with a criminal investigation conducted 13 years earlier did not constitute "active" criminal intelligence information. The court noted that the exemption "is not intended to prevent disclosure of criminal files forever on the mere possibility that other potential criminal defendants may learn something from the files." *Id.*

(c) Pending prosecutions or appeals

Criminal intelligence and investigative information is also considered to be "active" while such information is directly related to pending prosecutions or direct appeals. Section 119.011(3)(d), F.S. *See News-Press Publishing Co., Inc. v. Sapp, supra*; and *Tal-Mason v. Satz,* 614 So. 2d 1134 (Fla. 4th DCA), *review denied,* 624 So. 2d 269 (Fla. 1993) (contents of prosecutorial case file must remain secret until the conclusion of defendant's direct appeal).

Once the conviction and sentence have become final, criminal investigative information can no longer be considered to be "active." *See State v. Kokal,* 562 So. 2d 324, 326 (Fla. 1990) and *Osario v. State,* 34 So. 3d 98 (Fla. 3rd DCA 2010). *Accord Tribune Company v. Public Records,* 493 So. 2d 480, 483-484 (Fla. 2d DCA 1986), *review denied sub nom., Gillum v. Tribune Company,* 503 So. 2d 327 (Fla. 1987) (actions for postconviction relief following affirmance of

the conviction on direct appeal are not pending appeals for purposes of s. 119.011[3][d]2., F.S. *See also Christy v. Palm Beach County Sheriff's Office,* 698 So. 2d 1365, 1367 (Fla. 4th DCA 1997) (the term "pending prosecutions or appeals" in s. 119.011[3][d], F.S., applies only to ongoing prosecutions or appeals which have not yet become final).

Moreover, the determination as to whether investigatory records related to pending prosecutions or appeals are "active" is relevant *only* to those records which constitute criminal intelligence or investigative information. In other words, if records are excluded from the definition of criminal intelligence or investigative information, as in the case of records given or required to be given to the defendant under s. 119.011(3)(c)5., F.S., it is immaterial whether the investigation is active or inactive. *See Bludworth v. Palm Beach Newspapers, Inc.,* 476 So. 2d 775, 779n.1 (Fla. 4th DCA 1985), *review denied,* 488 So. 2d 67 (Fla. 1986) ("Something that is not criminal intelligence information or criminal investigative information cannot be active criminal intelligence information or active criminal investigative information."). *Accord Staton v. McMillan,* 597 So. 2d 940, 941 (Fla. 1st DCA 1992), r*eview dismissed sub nom., Staton v. Austin,* 605 So. 2d 1266 (Fla. 1992) (active criminal investigation exemption does not apply to information for which disclosure was previously required under discovery rules even though there is a pending direct appeal).

(7) Criminal defendant's public records request

Section 119.07(8), F.S., states that the public access rights set forth in s. 119.07, F.S., "are not intended to expand or limit the provisions of Rule 3.220, Florida Rules of Criminal Procedure, regarding the right and extent of discovery by the state or by a defendant in a criminal prosecution or in collateral postconviction proceedings." Thus, a criminal defendant's public records request for nonexempt law enforcement records relating to the defendant's pending prosecution constitutes an election to participate in discovery and triggers a reciprocal discovery obligation. *Henderson v. State,* 745 So. 2d 319 (Fla. 1999).

(8) Disclosure of active criminal investigative information to the public

It has been held that the criminal investigative exemption does not apply if the information has already been made public. *Staton v. McMillan,* 597 So. 2d 940, 941 (Fla. 1st DCA 1992), *review dismissed sub nom., Staton v. Austin,* 605 So. 2d 1266 (Fla. 1992). *See also Downs v. Austin,* 522 So. 2d 931, 935 (Fla. 1st DCA 1988) (once state has gone public with information which could have been previously protected from disclosure under Public Records Act exemptions, no further purpose is served by preventing full access to the desired information). *Cf. State v. Buenoano,* 707 So. 2d 714, 717 (Fla. 1998) (confidential documents furnished to a state attorney by the federal government remained exempt from public inspection even though the documents inadvertently had been given to the defendant and placed in the court record in violation of the conditions of the federal loan agreement).

However, the voluntary disclosure of a non-public record does not automatically waive the exempt status of *other* documents. *Arbelaez v. State,* 775 So. 2d 909, 918 (Fla. 2000). *Accord Church of Scientology Flag Service Org., Inc. v. Wood,* No. 97-688CI-07 (Fla. 6th Cir. Ct. February 27, 1997), available online in the Cases database at the open government site at myfloridalegal.com (release of the autopsy report and the medical examiner's public comments about the report did not mean that other records in the possession of the medical examiner relating to an active criminal investigation into the death were public; "[i]t is not unusual for law enforcement and criminal investigatory agencies to selectively release information relating to an ongoing criminal investigation in an effort to enlist public participation in solving a crime").

(9) Disclosure of active criminal investigative information to another criminal justice agency

Exempt active criminal investigative information may be shared with another criminal justice agency and retain its protected status; in "determining whether or not to compel disclosure

of active criminal investigative or intelligence information, the primary focus must be on the statutory classification of the information sought rather than upon in whose hands the information rests." *City of Riviera Beach v. Barfield,* 642 So. 2d 1135, 1137 (Fla. 4th DCA 1994), *review denied,* 651 So. 2d 1192 (Fla. 1995). The *City of Riviera Beach* court held that exempt records of the West Palm Beach police department's active criminal investigation concerning a shooting incident involving a police officer from Riviera Beach could be furnished to the Riviera Beach police department for use in a simultaneous administrative internal affairs investigation of the officer without losing their exempt status. *Accord Ragsdale v. State,* 720 So. 2d 203, 206 (Fla. 1998) (applicability of a particular exemption is determined by the document being withheld, not by the identity of the agency possessing the record).

Additionally, a police department may enter into a contract with a private company that compiles raw police data and then provides informational reports to law enforcement. The release of the exempt information to the corporation for this purpose would not cause such records to lose their exempt status. AGO 96-36.

However, while the courts have recognized that active criminal investigative information may be forwarded from one criminal justice agency to another without jeopardizing its exempt status, "[t]here is no statutory exemption from disclosure of an 'ongoing federal prosecution.'" *Woolling v. Lamar,* 764 So. 2d 765, 768 (Fla. 5th DCA 2000), *review denied,* 786 So. 2d 1186 (Fla. 2001). In *Woolling*, the court held that a state attorney bore the burden of establishing that state attorney files in a *nolle prossed* case which were furnished to the federal government for prosecution of a defendant constituted active criminal investigative information; the fact that the federal government was actively prosecuting the case was not sufficient, standing alone, to justify imposition of the exemption.

Moreover, the exemption for active criminal intelligence and investigative information does not exempt other public records from disclosure simply because they are transferred to a law enforcement agency. *See, e.g., Tribune Company v. Cannella,* 438 So. 2d 516, 523 (Fla. 2d DCA 1983), *reversed on other grounds*, 458 So. 2d 1075 (Fla. 1984), *appeal dismissed sub nom., Deperte v. Tribune Company,* 105 S.Ct. 2315 (1985) (assistant state attorney could not withdraw public records from public scrutiny by asserting that he "compiled" the records simply because he subpoenaed them; thus, law enforcement personnel records compiled and maintained by the employing agency prior to a criminal investigation did not constitute criminal intelligence or criminal investigative information); and *State Attorney's Office of the Seventeenth Judicial Circuit v. Cable News Network, Inc.*, 251 So. 3d 205 (Fla. 4th DCA 2018) (surveillance video footage created by a school district before a criminal investigation began did not constitute "criminal investigative information" within the meaning of s. 119.011[3]b] because it was not compiled by a criminal justice agency in the course of conducting a criminal investigation). *And see New Times, Inc. v. Ross,* No. 92-5795 CIV 25 (Fla. 11th Cir. Ct. March 17, 1992), available online in the Cases database at the open government site at myfloridalegal.com (papers in a closed civil forfeiture file which subsequently became part of a criminal investigation were open to inspection as the materials could not be considered criminal investigative information because the file was closed prior to the commencement of the criminal investigation).

Thus, public records maintained and compiled by the Office of the Capital Collateral Representative cannot be transformed into active criminal investigative information by merely transferring the records to the Florida Department of Law Enforcement (FDLE). AGO 88-25. *Accord* Inf. Op. to Slye, August 5, 1993, concluding that the contents of an investigative report compiled by a state agency inspector general in carrying out his or her duty to determine program compliance are not converted into criminal intelligence information merely because FDLE also conducts an investigation or because such report or a copy thereof has been transferred to that department. *And see Sun-Sentinel, Inc. v. Florida Department of Children and Families,* 815 So. 2d 793 (Fla. 3d DCA 2002).

Similarly, in AGO 92-78, the Attorney General's Office concluded that otherwise disclosable public records of a housing authority are not removed from public scrutiny merely because the records have been subpoenaed by and transferred to the state attorney's office. Inf. Op. to Theobald, November 16, 2006, stating that while an individual would be prohibited from obtaining records from the internal investigation file pursuant to s. 112.533(2) [now s. 112.533(5)], F.S., while the investigation is active, public records such as overtime slips created prior to the investigation and maintained in the law enforcement officer's personnel file would not become confidential simply because copies of such records are being used in the investigation.

However, the exemption for active criminal investigative information may not be subverted by making a public records request for all public records gathered by a law enforcement agency in the course of an ongoing investigation; to permit such requests would negate the purpose of the exemption. AGO 01-75.

In addition, a request made by a law enforcement agency to inspect or copy a public record that is in the custody of another agency and the custodian's response to the request, and any information that would identify whether a law enforcement agency has requested or received that public record are exempt from disclosure requirements, during the period in which the information constitutes active criminal investigative or intelligence information. Section 119.071(2)(c)2.a., F.S. The law enforcement agency that made the request must give notice to the custodial agency when the criminal intelligence information or criminal investigative information is no longer active, so that the custodian's response to the request and information that would identify the public record requested are available to the public. Section 119.071(2)(c)2.b., F.S.

Thus, while agency records are not exempt merely because they have been submitted to FDLE, s. 119.071(2)(c)2.a., F.S., exempts FDLE's request to inspect or copy records, as well as the agency's response, or any information that would identify the public record that was requested by FDLE or provided by the agency during the period in which the information constitutes criminal intelligence or criminal investigative information that is active. AGO 06-04. Although a request may be made for the agency's records, such a request may not be phrased, or responded to, in terms of a request for the specific documents asked for and received by FDLE during the course of any active criminal investigation. *Id. Cf.* Inf. Op. to Theobald, November 16, 2006, stating that while the records in a personnel department were subject to disclosure, the personnel department was precluded from identifying which of its records had been gathered by a law enforcement agency in the course of its active internal investigation.

(10) Records containing both active criminal investigative information and non-exempt information

The fact that a crime or incident report may contain some active criminal investigative or intelligence information does not mean that the entire report is exempt from disclosure. Section 119.07(1)(d), F.S., requires the custodian of the document to redact only that portion of the record for which an exemption is asserted and to provide the remainder of the record for inspection and copying. *See, e.g., City of Riviera Beach v. Barfield,* 642 So. 2d 1135, 1137 (Fla. 4th DCA 1994), *review denied,* 651 So. 2d 1192 (Fla. 1995), in which the court held that a city was authorized to withhold exempt active criminal investigative records but "must comply with the disclosure requirements of sections 119.07(2) [now s. 119.07(1)(d)] and 119.011(3)(c) by making partial disclosure of certain non-exempt information contained in the records including, *inter alia*, the date, time and location of the incident."

(11) Criminal investigative or intelligence information received from other states or the federal government

Pursuant to s. 119.071(2)(b), F.S., criminal intelligence or investigative information received by a Florida criminal justice agency from a non-Florida criminal justice agency on a

confidential or similarly restricted basis is exempt from disclosure. *See State v. Wright,* 803 So. 2d 793 (Fla. 4th DCA 2001), *review denied,* 823 So. 2d 125 (Fla. 2002) (state not required to disclose criminal histories of civilian witnesses which it obtained from the Federal Bureau of Investigation). The purpose of this statute is to "encourage cooperation between non-state and state criminal justice agencies." *State v. Buenoano,* 707 So. 2d 714, 717 (Fla. 1998). Thus, confidential documents furnished to a state attorney by the federal government remained exempt from public inspection even though the documents inadvertently had been given to the defendant and placed in the court record in violation of the conditions of the federal loan agreement. *Id.*

(12) Criminal investigative or intelligence information received prior to January 25, 1979

Criminal intelligence or investigative information obtained by a criminal justice agency prior to January 25, 1979, is exempt from disclosure. Section 119.071(2)(a), F.S. *See Satz v. Gore Newspapers Company,* 395 So. 2d 1274, 1275 (Fla. 4th DCA 1981) ("All criminal intelligence and criminal investigative information received by a criminal justice agency prior to January 25, 1979, is specifically exempt from the requirements of public disclosure.").

b. "Baker Act" reports prepared by law enforcement officers

Part I, Ch. 394, F.S., is the "Baker Act," Florida's mental health act. The Baker Act provides for the voluntary or involuntary examination and treatment of mentally ill persons. Pursuant to s. 394.463(2)(a)2., F.S., a law enforcement officer may take a person who appears to meet the statutory criteria for involuntary examination into custody and deliver that person, or have that person delivered, to the nearest receiving facility for examination.

Section 394.463(2)(a)2., F.S., requires the officer to "execute a written report detailing the circumstances under which the person was taken into custody, and the report shall be made a part of the patient's clinical record." A patient's clinical record is confidential. Section 394.4615(1), F.S. Thus, the report prepared by the officer pursuant to this statute is part of the patient's clinical record and is confidential. *Cf. Lake v. State,* 193 So. 3d 932 (Fla. 4th DCA 2016) (Legislature has not made records of a sexually violent predator confidential in the same way as the clinical records of a Baker Act patient).

However, in AGO 93-51, the Attorney General's Office advised that a *separate* written incident or event report prepared after a specific crime has been committed which contains information given during the initial reporting of the crime, is filed with the law enforcement agency as a record of that event, and is not made a part of the patient's clinical record, is not confidential pursuant to Ch. 394, F.S. The opinion noted that the incident report in question was not the confidential law enforcement report required by s. 394.463(2)(a)2., but was a separate written incident or event report prepared by a deputy sheriff for filing with the sheriff's office as an independent record of the deputy's actions. *Cf.* s. 394.464(1), F.S., providing confidentiality for petitions for voluntary and involuntary admission for mental health treatment, court orders, and related records that are filed with or by a court under the Baker Act and authorizing disclosure to specified persons and entities.

c. Body camera recordings

A body camera recording is confidential and exempt from public disclosure when taken inside a private residence, inside a health care, mental health care, or social services facility, or in a place that a reasonable person would expect to be private. Section 119.071(2)(l)2., F.S. The term "body camera" is defined to mean a "portable electronic recording device that is worn on a law enforcement officer's body and that records audio and video data in the course of the officer performing his or her official duties and responsibilities." Section 119.071(2)(l)1.a., F.S.

A law enforcement agency may disclose the recording in furtherance of its official duties and responsibilities or to another governmental agency in furtherance of that agency's duties and responsibilities. Section 119.071(2)(l)3., F.S.

The recording must be disclosed to certain individuals as set forth in the statute, including the person recorded, or pursuant to court order. Section 119.071(2)(l)4., F.S. *And see* s. 943.1718(2)(d), F.S. However, the exemption does not supersede any other public records exemption that existed before or is created after the effective date of the exemption. Those portions of a recording which are protected from disclosure by another public records exemption shall continue to be exempt or confidential and exempt. Section 119.071(2)(l)7., F.S.

A law enforcement agency must retain a body camera recording for at least 90 days. Section 119.071(2)(l)5., F.S. The exemption applies retroactively. Section 119.071(2)(l)6., F.S.

d. Confessions

Section 119.071(2)(e), F.S., exempts from disclosure any information revealing the substance of a confession by a person arrested until such time as the case is finally determined by adjudication, dismissal, or other final disposition. *See Times Publishing Co. v. Patterson,* 451 So. 2d 888 (Fla. 2d DCA 1984) (trial court order permitting state attorney or defendant to designate affidavits, depositions or other papers which contained "statements or substance of statements" to be sealed was overbroad because the order was not limited to those statements revealing the substance of a "confession").

In AGO 84-33, the Attorney General's Office advised that only such portions of the complaint and arrest report in a criminal case file which reveal the "substance of a confession," *i.e.*, the material parts of a statement made by a person charged with the commission of a crime in which that person acknowledges guilt of the essential elements of the act or acts constituting the entire criminal offense, are exempt from public disclosure. *And see Times Publishing Company v. State,* 827 So. 2d 1040, 1042 (Fla. 2d DCA 2002), (portions of police interview transcript and tape which did not "directly relate to [the defendant's] participation in the crimes" did not contain the substance of a confession pursuant to s. 119.071(2)(e), F.S.).

e. Confidential informants

Section 119.071(2)(f), F.S., exempts information disclosing the identity of confidential informants or sources. This exemption applies regardless of whether the informants or sources are still active or may have, through other sources, been identified as such. *Christy v. Palm Beach County Sheriff's Office,* 698 So. 2d 1365, 1368 (Fla. 4th DCA 1997); *Salcines v. Tampa Television,* 454 So. 2d 639 (Fla. 2d DCA 1984); and *Rameses, Inc. v. Demings,* 29 So. 3d 418 (Fla. 5th DCA 2010). *And see State v. Natson,* 661 So. 2d 926 (Fla. 4th DCA 1995) (private citizen who provided police with tip information which led to defendant's arrest may be afforded confidential informant status). *Cf. Doe v. State*, 901 So. 2d 881 (Fla. 4th DCA 2005) (where citizen provided information to state attorney's office which led to a criminal investigation and was justified in inferring or had a reasonable expectation that he would be treated as a confidential source, the citizen is entitled to have his identifying information redacted from the closed file, even though there was no express assurance of confidentiality by the state attorney's office); *State v. Bartholomew,* No. 08-5656CF10A (Fla. 17th Cir. Ct., August 7, 2009), available online in the Cases database at the open government site at myfloridalegal.com (even if Crimestoppers Council of Broward County were an agency for purposes of Ch. 119, F.S., information relating to the identity of informants and persons from whom they received information would be confidential under s. 119.071[2][f], F.S.).

However, in *Ocala Star Banner Corporation v. McGhee,* 643 So. 2d 1196 (Fla. 5th DCA 1994), the court held that a police department should not have refused to release an entire police report on the ground that the report contained some information identifying a confidential informant. According to the court, "[w]ithout much difficulty the name of the informant, [and] the sex of the informant (which might assist in determining the identity) . . . can be taken out of the report and the remainder turned over to [the newspaper]." *Id.* at 1197. *Accord Christy v. Palm Beach County Sheriff's Office,* 698 So. 2d at 1368. *And see Holley v. Bradford County Sheriff's*

Department, 171 So. 3d 805 (Fla. 1st DCA 2015) (trial court must conduct an in camera inspection of the records to determine whether they could be redacted to remove information identifying confidential informants). *Cf. Althouse v. Palm Beach County Sheriff's Office,* 92 So. 3d 899 (Fla. 4th DCA 2012), *disapproved on other grounds*, *Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120 (Fla. 2016) (agency conceded that its initial response denying public records request for "rules, regulations, operating procedures and policies regarding the recruitment and use of confidential informants" was "incorrect"; records were subsequently produced after portions were redacted pursuant to s. 119.071[2][d], F.S.).

Moreover, in *City of St. Petersburg v. Romine ex rel. Dillinger,* 719 So. 2d 19, 21 (Fla. 2d DCA 1998), the court ruled that information regarding payments to a confidential informant (who had been previously identified as a confidential informant during a criminal trial) is subject to disclosure as long as the records are sufficiently redacted to conceal the specific cases on which the informant worked. The court acknowledged that the Public Records Act may not be used in such a way as to obtain information that the Legislature has declared must be exempt from disclosure, but said that "this is not a situation where someone has alleged that they know or suspect the identity of a confidential informant and the production of records involving that informant would confirm the person's information or suspicion." *Id.*

Section 943.082(1), F.S., authorizes the Florida Department of Law Enforcement, in collaboration with the Department of Legal Affairs, to competitively procure a mobile suspicious activity reporting tool that allows students and the community to relay information anonymously concerning unsafe, potentially harmful, dangerous, violent or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials. The identity of the reporting party received through the reporting tool and held by the Department of Law Enforcement, Department of Education, law enforcement agencies, or school officials is confidential. Section 943.082(6), F.S.

f. Conviction integrity unit reinvestigation information

Section 119.071(2)(q), F.S., establishes an exemption for conviction integrity unit reinvestigation information, as defined in the exemption, for a reasonable period of time during an active, ongoing, and good faith investigation of a claim of actual innocence in a case that previously resulted in the conviction of the accused person and until the claim is no longer capable of further investigation.

g. Criminal history information

(1) Criminal history information generally

Except where specific exemptions apply, criminal history information is a public record. AGO 77-125; Inf. Op. to Lymn, June 1, 1990. *And see* AGO 97-09 (a law enforcement agency may, without a request, release nonexempt information contained in its public records relating to sexual offenders; the agency's authority to release such information is not limited to those offenders who are designated as "sexual predators").

Section 943.046, F.S., states:

> (1) Any state or local law enforcement agency may release to the public any criminal history information and other information regarding a criminal offender, including, but not limited to, public notification by the agency of the information, unless the information is confidential and exempt [from disclosure]. However, this section does not contravene any provision of s. 943.053 which relates to the method by which an agency or individual may obtain a copy of an offender's criminal history record.
>
> (2) A state or local law enforcement agency and its personnel are immune from civil liability for the release of criminal history information or other information regarding a criminal offender, as provided by this section.

Section 943.053(2), F.S., referenced in the above statute, provides restrictions on the dissemination of criminal justice information obtained from *federal* criminal justice information systems and other states by stating that such information shall not be disseminated in a manner inconsistent with the laws, regulations, or rules of the originating agency. Thus, criminal history record information shared with a public school district by the Federal Bureau of Investigation retains its character as a federal record to which only limited access is provided by federal law and is not subject to public inspection. AGO 99-01.

Section 943.053(3)(a), F.S., states that criminal history information compiled by the Criminal Justice Information Program of the Florida Department of Law Enforcement from *intrastate* sources shall be provided to law enforcement agencies free of charge and to persons in the private sector upon payment of fees as provided in the subsection. *And see* page 117 relating to dissemination of criminal history information relating to juveniles.

(2) Sealed and expunged records

Access to criminal history records sealed or expunged by court order in accordance with s. 943.059 or s. 943.0585, F.S., is strictly limited. *See, e.g., Alvarez v. Reno,* 587 So. 2d 664 (Fla. 3d DCA 1991) (Goderich, J., specially concurring) (state attorney report and any other information revealing the existence or contents of sealed records is not a public record and cannot, under any circumstances, be disclosed to the public). *And see* s. 943.0595, F.S., providing for automatic sealing of certain criminal history records.

A law enforcement agency that has been ordered to expunge criminal history information or records should physically destroy or obliterate information consisting of identifiable descriptions and notations of arrest, detentions, indictments, informations, or other formal criminal charges and the disposition of those charges. AGO 02-68. However, criminal intelligence information and criminal investigative information do not fall within the purview of s. 943.0585, F.S. *Id. And see* AGO 00-16 (only those records maintained to formalize the petitioner's arrest, detention, indictment, information, or other formal criminal charge and the disposition thereof would be subject to expungement under s. 943.0585). *Cf.* s. 943.0582(5), F.S. (nonjudicial records held by the Florida Department of Law Enforcement pertaining to the arrest of juveniles for certain crimes who have had the records sealed or expunged pursuant to s. 943.0582, are confidential).

There are exceptions allowing disclosure of information relating to the existence of an expunged criminal history record to specified entities for their respective licensing and employment purposes, and to criminal justice agencies for their respective criminal justice purposes. Section 943.0585(6), F.S. Similar provisions exist relative to disclosure of sealed criminal history records. Section 943.059(6), F.S. *And see* s. 943.0583(10)(a) and (12), F.S. (petition for expunction and expunged criminal history record of human trafficking victim). A records custodian who has received information relating to the existence of an expunged or sealed criminal history record is prohibited from disclosing the existence of such record. AGO 94-49.

h. Fingerprint and genetic genealogy records

Biometric identification information is exempt from s. 119.07(1), F.S. Section 119.071(5)(g), F.S. The term "biometric identification information" means any record of friction ridge detail, fingerprints, palm prints, and footprints. *Id.*

Except as provided in the exemption, investigative genetic genealogy information and materials as defined in the exemption are confidential and exempt from disclosure requirements. Section 119.071(2)(r), F.S. *And see* s. 943.325(14), F.S., providing that the results of a DNA analysis and the comparison of analytic results shall be released only to criminal justice agencies as defined in s. 943.045, F.S., at the request of the agency. Otherwise, such information is confidential and exempt.

i. Forensic behavioral health evaluations

A forensic behavioral health evaluation filed with the court pursuant to Ch. 916, F.S. (mentally deficient and mentally ill defendants) is confidential and exempt. Section 916.1065(1), F.S.

j. Geolocation information

Law enforcement geolocation information of a law enforcement officer or a law enforcement vehicle that is held by a law enforcement agency is exempt from disclosure requirements. The exemption does not apply to traffic citations, crash reports, homicide reports, arrest reports, incident reports, or any other official reports issued by an agency which contain law enforcement geolocation information. Disclosure is required under specified circumstances. Section 119.071(4)(e), F.S.

k. Juvenile offender records

(1) Confidentiality and authorized disclosure

Juvenile offender records traditionally have been considered confidential and treated differently from other records in the criminal justice system. With limited exceptions, s. 985.04(1)(a), F.S., provides, in relevant part, that:

> Except as provided in subsections (2), (3), (6), and (7) and s. 943.053, *all information obtained under this chapter* in the discharge of official duty by any judge, any employee of the court, any authorized agent of the department [of Juvenile Justice], the Florida Commission on Offender Review, the Department of Corrections, the juvenile justice circuit boards, any law enforcement agent, or any licensed professional or licensed community agency representative participating in the assessment or treatment of a juvenile *is confidential and exempt [from public disclosure].* This exemption applies to information obtained before, on, or after the effective date of this exemption. (e.s).

Section 985.04(1)(b), F.S., states that the confidential and exempt information may be disclosed only to the authorized personnel of the court, the department and its designees, the Department of Corrections, the Florida Commission on Offender Review, law enforcement agents, school superintendents and their designees, any licensed professional or licensed community agency representative participating in the assessment or treatment of a juvenile, and others entitled under this chapter to receive that information, or upon court order. *Cf.* AGO 96-65 (subject of juvenile offense records may authorize access to such records to others [such as a potential employer] by means of a release).

Similarly, s. 985.04(7)(a), F.S., limits access to records in the custody of the Department of Juvenile Justice. With the exception of specified persons and agencies, juvenile records in the custody of that agency "may be inspected only upon order of the Secretary of Juvenile Justice or his or her authorized agent by persons who have sufficient reason and upon such conditions for their use and disposition as the secretary or his or her authorized agent deems proper." If a juvenile prosecuted as an adult is transferred to serve his or her sentence in the custody of the Department of Juvenile Justice, the department's records relating to that juvenile are not open to public inspection. *New York Times Company v. Florida Department of Juvenile Justice*, No. 03-46-CA (Fla. 2d Cir. Ct. March 20, 2003), available online in the Cases database at the open government site at myfloridalegal.com.

Thus, as a general rule, access to records of juvenile offenders is limited. *See, e.g.*, Inf. Op. to Galbraith, April 8, 1992 (city's risk manager and attorney representing city in unrelated civil lawsuit not among those authorized to have access); and Inf. Op. to Wierzbicki, April 7, 1992 (domestic violence center not among those authorized to receive juvenile information). *And see* AGO 07-19 (confidentiality provisions preclude public release of the names and addresses

of the parents of juvenile arrested for a misdemeanor). *And see* s. 985.045(2), F.S., providing, with limited exceptions, for confidentiality of juvenile court records. *Cf.* AGO 97-28 (juvenile confidentiality requirements do not apply to court records of a case in which a juvenile is prosecuted as an adult, regardless of the sanctions ultimately imposed in the case).

Confidential photographs of juveniles taken in accordance with s. 985.11, F.S, "may be shown by a law enforcement officer to any victim or witness of a crime for the purpose of identifying the person who committed such crime." Section 985.11(1)(b), F.S. This statute authorizes a law enforcement officer to use photographs of juvenile offenders in a photographic lineup for the purpose of identifying the perpetrator of a crime, regardless of whether those juvenile offenders are suspects in the crime under investigation. AGO 96-80. *Cf. Barfield v. Orange County,* Florida, No. CI92-5913 (Fla. 9th Cir. Ct. August 4, 1992), available online in the Cases database at the open government site at myfloridalegal.com (denying petitioner's request to inspect gang intelligence files compiled by the sheriff's office).

(2) Exceptions to confidentiality

(a) Child traffic violators

All records of child traffic violations shall be kept in the full name of the violator and shall be open to inspection and publication in the same manner as adult traffic violations. Section 985.11(3), F.S.

(b) Felony arrests and adult system transfers

Until October 1, 1994, law enforcement agencies generally could release only the name and address of juveniles 16 and older who had been charged with or convicted of certain crimes. In 1994, the juvenile confidentiality laws were modified to eliminate the age restriction and provide enhanced disclosure. Section 985.04(2), F.S., was amended again in 2016 and now provides:

Notwithstanding any other provisions of this chapter, the name, photograph, address, and crime or arrest report of a child:

(a) Taken into custody by a law enforcement officer for a violation of law which, if committed by an adult, would be a felony;

(b) Charged with a violation of law which, if committed by an adult, would be a felony;

(c) Found to have committed an offense which, if committed by an adult, would be a felony; or

(d) Transferred to adult court pursuant to part X of Chapter 985, are not considered confidential and exempt from s. 119.07(1) solely because of the child's age.

The Attorney General's Office has stated that the expanded disclosure provisions originally enacted in 1994 apply only to juvenile records created after October 1, 1994, the effective date of the 1994 amendments to the juvenile confidentiality laws. AGO 95-19. Confidential information on juveniles arrested prior to October 1, 1994, is available by court order upon a showing of good cause. *Id. See G.G. v. Florida Department of Law Enforcement,* 97 So. 3d 268, 274 (Fla. 1st DCA 2012) ("it is clear that only the arrest records of those juveniles who the legislature has designated in section 985.04[2] have lost their confidential status and are available to the public . . . ."). *See also* the discussion below regarding the dissemination of criminal history information relating to juveniles. *Cf.* s. 943.0582(5), F.S. (nonjudicial records held by the Florida Department of Law Enforcement pertaining to the arrest of juveniles for certain crimes who have had the records sealed or expunged pursuant to s. 943.0582, are confidential).

A public records custodian may choose not to electronically publish on the custodian's website the arrest or booking photographs of a child which are not confidential and exempt under

this section or otherwise restricted from publication by law; however, this paragraph does not restrict public access to records as provided by s. 119.07, F.S. Section 985.04(2)(b), F.S.

(c) Mandatory notification to schools

Section 985.04(4)(b), F.S., provides that when the state attorney charges a juvenile with a felony or a delinquent act that would be a felony if committed by an adult, the state attorney must notify the superintendent of the juvenile's school that the juvenile has been charged with such felony or delinquent act. A similar directive applies to a law enforcement agency that takes a juvenile into custody for an offense that would have been a felony if committed by an adult, or a crime of violence. Section 985.04(4)(a), F.S. If the child is a dual enrolled student at a postsecondary institution, the chief of police or the public safety director of the postsecondary institution must be notified as provided by s. 985.04(4)(a), F.S. *And see* s. 1006.08(2), F.S. (notification by court to school superintendent); and s. 985.04(4)(c), F.S. (notification by school superintendent to certain school personnel). *Cf.* s. 985.04(4)(d), F.S. (notification by Department of Juvenile Justice of the presence of a juvenile sex offender in the care and custody or under the jurisdiction or supervision of the department).

(d) Criminal history information relating to juveniles

Section 943.053(3)(c)1., F.S., provides that criminal history information relating to juveniles, including information that is confidential pursuant to s. 943.053(3)(b), F.S., shall be available to:

(a) A criminal justice agency for criminal justice purposes on a priority basis and free of charge;

(b) The person to whom the record relates, or his or her attorney;

(c) The parent, guardian, or legal custodian of the person to whom the record relates, provided such person has not reached the age of majority, been emancipated by a court, or been legally married; or

(d) An agency or entity specified in s. 943.0585(6) or s. 943.059(6), F.S., for the purpose specified therein, and any person within such agency or entity who has direct responsibility for employment, access authorization, or licensure decisions.

(e) Victim access

Section 985.036(1), F.S., allows the victim, the victim's parent or guardian, their lawful representatives, and, in a homicide case, the next of kin, to have access to information and proceedings in a juvenile case. Those entitled to access "may not reveal to any outside party any confidential information obtained under this subsection regarding a case involving a juvenile offense, except as is reasonably necessary to pursue legal remedies." *Id. And see* s. 960.001(8), F.S., authorizing similar disclosures to victims.

In addition, s. 985.04(3), F.S., states that a "law enforcement agency may release a copy of the juvenile offense report to the victim of the offense." *Cf. Harvard v. Village of Palm Springs,* 98 So. 3d 645 (Fla. 4th DCA 2012), noting that the authorization in s. 985.04(3), F.S., is permissive not mandatory; thus, a local government was not *required* to produce a juvenile offense report to the victim's mother.

l. Motor vehicle records

(1) Automated license plate recognition system records

Images and data containing or providing personal identifying information obtained through use of an automated license plate recognition system are confidential and exempt. Section 316.0777, F.S.

(2) Crash reports

Crash reports that reveal the identity, home or employment telephone number or home or employment address of, or other personal information concerning the parties involved in the crash and that are held by an agency, as defined in s. 119.011, F.S., are confidential and exempt for a period of 60 days after the report is filed. Section 316.066(2)(a), F.S.

Crash reports held by an agency may be made immediately available to the parties involved in the crash, their legal representatives, insurers, law enforcement agencies and their contract service providers, victim services programs, and any federal, state, or local governmental agency or any private person or entity acting on behalf of these agencies, but not for redistribution to any person or entity not listed in this subsection. Section 366.066(2)(b), F.S. *Cf.* AGO 01-59 (owner of vehicle involved in a crash authorized to receive access to crash report).

Section 316.066(2)(b), F.S., also provides that crash reports which do *not* contain the home or employment street addresses, driver license or identification card numbers, dates of birth and home and employment telephone numbers of the parties involved in the crash shall be made immediately available to radio and television stations licensed by the Federal Communications Commission and newspapers qualified to publish legal notices under ss. 50.011 and 50.031, F.S. Section 316.066(2)(b), F.S

"As a condition precedent to accessing a crash report, a person must present a valid driver's license or other photographic identification, proof of status or identification that demonstrates his or her qualifications to access that information, and file a written sworn statement with the state or local agency in possession of the information stating that information from a crash report made confidential and exempt by this section will not be used for any commercial solicitation of accident victims, or knowingly disclosed to any third party for the purpose of such solicitation." Section 316.066(2)(d), F.S.

The written statement must be completed and sworn to by the requesting party for each individual crash report. *Id.* Reports may be released without the sworn statement to third-party vendors under contract with one or more insurers, but only if the conditions set forth in the statute are stated in the contract. *Id.* Third-degree felony penalties are established for knowing unauthorized disclosure or use of confidential information in violation of this statute. *See* s. 316.066(3)(b), (c), and (d), F.S., for more information. *See also* s. 316.066(3)(e), F.S., providing a civil remedy.

Crash reports may be made available 60 days after the report is filed to any person or entity authorized in 316.066(2)(b) or in accordance with any of the permissible uses listed in 18 U.S.C. s. 2721(b) and pursuant to the resale and redisclosure requirements in 18 U.S.C. s. 2721(c). Section 316.066(2)(f), F.S.

If crash reports are created by or submitted to an agency electronically as data elements within a computerized database or if personal information from a crash report is entered into a computerized database, such crash data held by an agency is confidential. Sixty days after the crash report is filed, an agency may provide crash data derived from the crash report which includes personal information to entities eligible to access the crash report under s. 316.066(2)(b) and pursuant to the resale and redisclosure requirements in 18 U.S.C. s. 2721(c). Such data shall be provided pursuant to a memorandum of understanding. Section 316.066(2)(g), F.S.

(3) Traffic citations

"Driver information" contained in a uniform traffic citation held by an agency is exempt from disclosure requirements. Section 316.650(11)(b)1., F.S. The term "driver information" is defined to mean "a driver's date of birth, driver license or identification card number, address excluding the five-digit zip code, telephone number, motor vehicle license plate number, and trailer tag number." Section 316.650(11)(a), F.S. The term does not include the driver's name.

Id. Driver information may be released in the same manner applicable to the release of personal information contained in a motor vehicle record pursuant to s. 119.0712(2)(b), F.S., and in accordance with any of the permissible uses listed in 18 U.S.C. s. 2721(b) and pursuant to the resale and disclosure requirements in 18 U.S.C. s. 2721(c). Section 316.650(11)(b)2., F.S.

(4) Department of Highway Safety and Motor Vehicles motor vehicle records

Section 119.0712(2)(b), F.S., provides that personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 *et seq* (DPPA). Such information may be released only as authorized by that act. The term "motor vehicle record" is defined to mean any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles (DHSMV). Section 119.0712(2)(a), F.S. *Cf.* AGO 10-10 (while DHSMV motor vehicle records are confidential in the hands of a law enforcement agency, to the extent information is taken from DHSMV records and used in preparing other records of a law enforcement agency or its agent, the confidentiality requirements of s. 119.0712(2)(b), F.S., do not reach those records created by subsequent users).

E-mail addresses collected by DHSMV pursuant to cited statutes [motor vehicle record and driver license transactions] are exempt from public disclosure requirements. Section 119.0712(2)(c), F.S. *And see* s. 119.0712(2)(d)1. and 2., F.S., providing that emergency contact information contained in a motor vehicle record is confidential, and may be released only as provided in the exemption.

Secure login credentials held by DHSMV are exempt, as are Internet protocol addresses, geolocation data, and other information from which a user accesses a public-facing portal. Section 119.0712(2)(f), F.S.

m. Pawnbroker records

All records relating to pawnbroker transactions delivered to appropriate law enforcement officials pursuant s. 539.001, F.S., the Florida Pawnbroking Act, are confidential and exempt from disclosure and may be used only for official law enforcement purposes. Section 539.003, F.S. However, law enforcement officials are not prohibited from disclosing the name and address of the pawnbroker, the name and address of the conveying customer, or a description of the pawned property to the alleged owner of pawned property. *Id. And see* AGO 01-51.

n. Polygraph records

The Attorney General's Office is not aware of any statutory provision barring access to otherwise public records, simply because the records are in the form of polygraph charts. *See, e.g., Wisner v. City of Tampa Police Department,* 601 So. 2d 296 (Fla. 2d DCA 1992) (polygraph materials resulting from polygraph examination that citizen took in connection with a closed internal affairs investigation were public records); and *Downs v. Austin,* 522 So. 2d 931 (Fla. 1st DCA 1988) (because state had already publicly disclosed the results of polygraph tests administered to defendant's accomplice, the tests were not exempt criminal investigative or intelligence information and were subject to disclosure to the defendant).

However, the s. 119.071(1)(a), F.S., exemption for questions and answers used in employment examinations applies to questions and answers contained in pre-employment polygraph examinations. *Rush v. High Springs,* 82 So. 3d 1108 (Fla. 1st DCA 2012). This exemption applies to examination questions and answers but does not include the "impressions and grading of the responses" by the examiners. *See Dickerson v. Hayes,* 543 So. 2d 836, 837 (Fla. 1st DCA 1989).

o. Prison and inmate records

In the absence of statutory exemption, prison and inmate records are subject to disclosure under the Public Records Act. *Cf. Williams v. State*, 741 So. 2d 1248 (Fla. 2d DCA 1999) (order imposing offender's habitual offender sentence and documents showing his qualifying convictions, subject to disclosure under Ch. 119). *And see Cruz v. State,* 279 So. 3d 154 (Fla. 4th DCA 2019), finding that county jail visitation logs are public records, and rejecting the defendant's argument that the names of jail visitors should be protected from disclosure. *Cf.* s. 951.27, F.S. (limited disclosure of infectious disease test results, including HIV testing pursuant to s. 775.0877, F.S., of inmates in county and municipal detention facilities).

Subject to limited exceptions, s. 945.10, F.S., states that the following records and information held by the Department of Corrections are confidential and exempt from public inspection: mental health, medical (including HIV tests) or substance abuse records of inmates or offenders; preplea, pretrial intervention, presentence or postsentence investigative records; information regarding a person in the federal witness protection program; confidential or exempt Florida Commission on Offender Review records; information which if released would jeopardize someone's safety; information concerning a victim's statement and identity; information which identifies an executioner or that identifies or could lead to the identification of any person or entity that participates in an execution; and records that are otherwise confidential or exempt by law. *See Correll v. State*, 184 So. 3d 478 (Fla. 2015), in which the Court summarized prior precedent upholding the constitutionality of s. 945.10, F.S., and again rejected claims that an inmate has the right to know the identity of execution team members.

The Public Records Act applies to a private corporation which has contracted to operate and maintain the county jail. *Times Publishing Company v. Corrections Corporation of America,* No. 91-429 CA 01 (Fla. 5th Cir. Ct. December 4, 1991), *per curiam affirmed,* 611 So. 2d 532 (Fla. 5th DCA 1993), available in the Cases database at the open government site at myfloridalegal.com. *See also Prison Health Services, Inc. v. Lakeland Ledger Publishing Company,* 718 So. 2d 204 (Fla. 2d DCA 1998), *review denied,* 727 So. 2d 909 (Fla. 1999) (records of private company under contract with sheriff to provide health care to jail inmates are subject to Ch. 119 just as if they were maintained by a public agency).

p. Resource inventories and emergency response plans

Section 119.071(2)(d), F.S., exempts "[a]ny comprehensive inventory of state and local law enforcement resources compiled pursuant to part I, chapter 23, and any comprehensive policies or plans compiled by a criminal justice agency pertaining to the mobilization, deployment, or tactical operations involved in responding to emergencies, as defined in s. 252.34 . . . ." *See Timoney v. City of Miami Civilian Investigative Panel,* 917 So. 2d 885 (Fla. 3d DCA 2005), in which the court held that a city police department's Operational Plan prepared in response to intelligence reports warning of possible violence surrounding an economic summit remained exempt from disclosure after the summit ended. The court found that the city planned to use portions of the Plan for future events and the "language of [the exemption] leads us to believe that the legislature intended to keep such security information exempt after an immediate emergency passes." *Id.* at 887. *And see* s. 119.071(3)(a)1., F.S., which includes "emergency evacuation plans" and "sheltering arrangements" within the definition of a "security or firesafety system plan" that is confidential and exempt from public disclosure.

q. Surveillance techniques, procedures or personnel

Information revealing surveillance techniques, procedures or personnel is exempt from public inspection pursuant to s. 119.071(2)(d), F.S. *See Rameses, Inc. v. Demings,* 29 So. 3d 418 (Fla. 5th DCA 2010) (disclosure to criminal defendant of unredacted undercover police surveillance recordings does not destroy exemption in s. 119.071[2][d], F.S.; therefore, sheriff is only required to provide redacted recording in response to a public records request). *See also Althouse v. Palm Beach County Sheriff's Office,* 92 So. 3d 899 (Fla. 4th DCA 2012), *disapproved on other grounds, Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120

(Fla. 2016) noting that the agency had conceded that its initial response denying Althouse's request for "rules, regulations, operating procedures and policies regarding the recruitment and use of confidential informants" was "incorrect" and that the agency had subsequently produced the records after redacting portions pursuant to s. 119.071(2)(d), F.S. *Cf. State v. Wooten*, 260 So. 3d 1060, 1070 (Fla. 4th DCA 2018), in which the court noted that surveillance techniques are "*exempt*, not confidential and exempt." [Emphasis supplied by the Court]

The detailed schedule and travel plans of the Governor, including drive times and the time and location of the Governor's arrival and departure, were encompassed within the s. 119.071(2)(d), F.S., exemption where the Florida Department of Law Enforcement special agent submitted an undisputed affidavit attesting that premature disclosure of this information would reveal "surveillance techniques, procedures, or personnel," and would jeopardize the security of the Governor and the officers assigned to protect him. *Executive Office of the Governor v. AHF MCO of Florida, Inc.*, 257 So. 3d 612 (Fla. 1st DCA 2018). *See now* s. 943.68(10)(a), F.S. (2023) (records held by a law enforcement agency relating to security or transportation services provided by the Department of Law Enforcement under s. 943.68(1)(5) or (6), F.S., are exempt from disclosure requirements).

r. Undercover personnel

Section 119.071(4)(c), F.S., provides that any information revealing undercover personnel of any criminal justice agency is exempt from public disclosure. *But see Ocala Star Banner Corporation v. McGhee,* 643 So. 2d 1196, 1197 (Fla. 5th DCA 1994)(police department should not have refused to release an entire police report containing some information that could lead to an undercover person's identity, when, without much difficulty, the name or initials and identification numbers of the undercover officer and that officer's supervisor could be taken out of the report and the remainder released). *Accord Christy v. Palm Beach County Sheriff's Office,* 698 So. 2d 1365 (Fla. 4th DCA 1997).

Information regarding law enforcement officers who are assigned to undercover duty and whose names appear on personnel rosters or other lists of all law enforcement officers of the city without regard to whether the record reveals the nature of their duties may constitute "[a]ny information revealing undercover personnel of any criminal justice agency[.]" AGO 15-02. The Legislature's determination that such information is exempt from public inspection, rather than confidential, conditions the release of exempt information upon a determination by the custodian that there is a statutory or substantial policy need for disclosure. *Id.*

For information on the identity of safe-school officers appointed pursuant to ss. 1006.12 or 1002.42(18)(c), F.S., please refer to the discussion on page 160.

s. Victim information

(1) Marsy's Law

On November 6, 2018, Florida voters approved a constitutional amendment known as "Marsy's Law." Marsy's Law amends Article. I, s. 16 of the Florida Constitution to add several provisions relating to victim rights. The amendment became effective on January 8, 2019.

Marsy's Law provides that "every victim is entitled to the following rights, beginning at the time of his or her victimization" to include: "The right to prevent the disclosure of information or records that could be used to locate or harass the victim or the victim's family or which could disclose confidential or privileged information of the victim." Art. I, s 16(b)(5), Fla. Const. However, this constitutional provision "does not guarantee to a victim the categorical right to withhold his or her name from disclosure." *City of Tallahassee v. Florida Police Benevolent Association, Inc.* 375 So. 3d 178 (Fla. 2023). In *City of Tallahassee,* the Florida Supreme Court also recognized the authority of the Legislature in Art. I, s. 24(c), Fla. Const., to enact exemptions from the Public Records Act that apply to certain victim information.

(2) Statutory exemptions relating to victim information

Although s. 119.071(2)(c), F.S., exempts active criminal investigative information from disclosure, the "name, sex, age, and address of . . . the victim of a crime, except as provided in s. 119.071(2)(h) or (o)," are specifically excluded from the definition of criminal investigative or intelligence information. *See* s. 119.011(3)(c)2., F.S. defining the terms "criminal investigative information" and "criminal intelligence information." In addition to the victim exemptions identified above, there are other exemptions that may apply as follows:

(a) Amount of stolen property

Pursuant to s. 119.071(2)(i), F.S., criminal intelligence or investigative information that reveals the personal assets of a crime victim, which were not involved in the crime, is exempt from disclosure. However, this exemption does not apply to information relating to the amount of property stolen during the commission of a crime. AGO 82-30. Note, however, that s. 119.071(2)(j)1., F.S., provides that victims of certain crimes may file a written request to exempt information revealing their "personal assets."

(b) Commercial solicitation of victims

Section 119.105, F.S., provides that police reports are public records except as otherwise made exempt or confidential and that every person is allowed to examine nonexempt or nonconfidential police reports. However, a person who comes into possession of exempt or confidential information in police reports may not use that information for commercial solicitation of the victims or relatives of the victims and may not knowingly disclose such information to a third party for the purpose of such solicitation during the period of time that information remains exempt or confidential. *Id.* The statute "does not prohibit the publication of such information to the general public by any news media legally entitled to possess that information or the use of such information for any other data collection or analysis purposes by those entitled to possess that information." *Id.* A willful and knowing violation of this statute is a third-degree felony. Section 119.10(2)(b), F.S.

(c) Documents which are *received* by an agency regarding victims

Section 119.071(2)(j)1., F.S., exempts from disclosure any document that reveals the identity, home or employment telephone number or address, or personal assets of the victim of a crime and identifies that person as the victim of a crime, if that document is *received* by an agency that regularly receives information from or concerning the victims of crime. However, this provision is limited to documents received by agencies which regularly receive information from or concerning victims of crime; it does not apply to records generated or made by these agencies. AGO 90-80. Accordingly, this exemption does not apply to police reports. *Id.*

Section 119.071(2)(j)1., F.S., also provides that "[a]ny state or federal agency that is authorized to have access to such documents by any provision of law shall be granted such access in the furtherance of such agency's statutory duties, notwithstanding this section." *See* Inf. Op. to McCabe, November 27, 1995 (state attorney authorized to release materials received during an investigation of a domestic violence incident to a police department for use in the department's internal affairs investigation).

(d) Home or employment address, telephone number, assets

Victims of specified crimes listed in s. 119.071(2)(j)1., F.S., are authorized to file a written request for exemption of their addresses, telephone numbers and personal assets as follows:

> Any information not otherwise held confidential or exempt [from disclosure] which reveals the home or employment telephone number, home or employment address, or personal assets of a person who has been the victim of *sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery,*

> *or domestic violence* is exempt [from disclosure], upon written request by the victim which must include official verification that an applicable crime has occurred. Such information shall cease to be exempt 5 years after the receipt of the written request. (e.s.)

This exemption is not limited to documents *received* by an agency, but exempts specified information in records--whether generated or received by--an agency. Thus, a victim of the enumerated crimes may file a written request and have his or her home or employment telephone number, home or employment address, or personal assets, exempted from the police report of the crime, provided that the request includes official verification, such as a copy of the incident or offense report for one of the listed crimes, that an applicable crime has occurred. *See* AGO 96-82. The exemption is limited to the victim's address, telephone number, or personal assets; it does not apply to the victim's identity. *City of Gainesville v. Gainesville Sun Publishing Company,* No. 96-3425-CA (Fla. 8th Cir. Ct. October 28, 1996). *And see* the discussion of Marsy's Law on page 121.

The exemption applies to records created prior to, as well as after, the agency's receipt of the victim's written request for exemption AGO 96-82. It applies to any records held by an agency and is not limited to those records relating to the offense. *Id.* "[A]n examination of the legislative history surrounding the adoption of this exemption indicates that the Legislature intended that the exemption not be limited to those documents identifying the individual as a victim of crime but rather be applied to any document revealing the personal information held by any agency." *Id. And see* AGO 02-50, in which the Attorney General's Office advised that s. 119.071(2)(j)1., F.S., does not contain an exception for copies of the police report that are sent to domestic violence centers pursuant to s. 741.29, F.S., if the victim has made a written request for exempt status of the personal information specified in s. 119.071(2)(j)1., F.S.

In addition, the requirement that the victim make a written request for exemption applies only to information not otherwise held confidential by law; thus, the exemption supplements, but does not replace, other confidentiality provisions, such as s. 119.071(2)(h), F.S., that may be applicable to certain crime victims. AGO 96-82

For more information on exemptions pertaining to domestic violence or stalking victims, please see the discussion on pages 77-78.

(e) Information identifying or depicting victims of sex offenses and of child abuse

(1) Law enforcement and prosecution records

Section 119.071(2)(h)1.a., F.S., provides confidentiality for criminal investigative and intelligence information that reveals the identity of a victim of the crime of child abuse, as defined by Ch. 827, F.S., or that reveals the identity of a person under the age of 18 who is a victim of the crime of human trafficking proscribed in s. 787.06(3)(a), F.S. Information which may reveal the identity of a victim of a sexual offense, including a sexual offense prohibited in s. 787.06(3)(b), (d), (f), or (g), or Chs. 794, 796, 800, 827, or 847, F.S., is also confidential. Section 119.071(2)(h)1.b., F.S.

In addition, the photograph, videotape, or image of any part of the body of a victim of a sexual offense prohibited under ss. 787.06(3)(b), (d), (f), or (g) or 810.145, or Chs. 794, 796, 800, 827, or 847, F.S., is confidential and exempt, regardless of whether the photograph, videotape, or image identifies the victim. Section 119.071(2)(h)1.c., F.S. *See Harvard v. Village of Palm Springs,* 98 So. 3d 645, 647 (Fla. 4th DCA 2012), rejecting a mother's assertion that there is "no law prohibiting her" from obtaining a copy of her son's videotaped interview, because s. 119.071(2)(h)1.a-c, F.S., "provides that a video of a victim is exempt from a public records request if it is taken during the course of one of several enumerated types of criminal investigations."

Thus, the Attorney General's Office advised that information revealing the identity of

victims of child abuse or sexual battery must be deleted from the copy of the report of domestic violence which is sent by a law enforcement agency to the nearest domestic violence center pursuant to s. 741.29(2), F.S. AGO 92-14. *And see Palm Beach County Police Benevolent Association v. Neumann,* 796 So. 2d 1278 (Fla. 4th DCA 2001), applying exemption to information identifying a child abuse victim which was contained in files prepared as part of an internal investigation conducted in accordance with s. 112.533, F.S.

Section 119.071(2)(h)2.a-c, F.S., sets forth circumstances which permit a law enforcement agency to disclose the confidential information. Moreover, the Attorney General's Office has advised that the confidentiality provisions in that exemption do not apply to the identity of a child abuse victim who *died* from suspected abuse. AGO 90-103. *Cf.* s. 406.135, F.S. (autopsy report of a minor whose death was related to an act of domestic violence held by a medical examiner is confidential and exempt, except as provided in the exemption) and s. 119.071(2)(p), F.S. (photographs and video and audio recordings of the killing of a minor are confidential and exempt, except as provided in the exemption).

Section 119.071(2)(j)2a., F.S., provides that identifying information in a videotaped statement of a minor who is alleged to be or who is a victim of a sexual offense prohibited in the cited laws which reveals the minor's identity, including, but not limited to, the minor's face; the minor's home, school, church, or employment telephone number; the minor's home, school, church, or employment address; the name of the minor's school, church, or place of employment; or the personal assets of the minor; and which identifies the minor as a victim, held by a law enforcement agency, is confidential. Access shall be provided, however, to authorized governmental agencies when necessary to the furtherance of the agency's duties. *Id.* A public employee may not willfully and knowingly disclose videotaped information that reveals the minor's identity to anyone other than the designated individuals, including the defendant. Section 119.071(2)(j)2b., F.S. *Cf. State v. Ingram,* 170 So. 3d 727 (Fla. 2015) (J. Pariente concurring) (s. 119.071[2][j]2.b. does not authorize disclosure to a convicted incarcerated inmate of videotaped information that reveals the minor victim's identity).

A public employee or officer having access to the photograph, name, or address of a person alleged to be a victim of an offense described in Ch. 794 (sexual battery); Ch. 800 (lewdness, indecent exposure); s. 827.03 (abuse, aggravated abuse, and neglect of a child); s. 827.04 (contributing to delinquency or dependency of a child); or s. 827.071 (sexual performance by a child) may not willfully and knowingly disclose it to a person not assisting in the investigation or prosecution of the alleged offense or to any person other than the defendant, the defendant's attorney, a person specified in a court order entered by the court having jurisdiction over the alleged offense, to organizations authorized to receive such information made exempt by s. 119.071(2)(h), F.S., or to a rape crisis center or sexual assault counselor, as defined in s. 90.5035(1)(b), F.S., who will be offering services to the victim. Section 794.024(1), F.S. A violation of this section constitutes a second degree misdemeanor. Section 794.024(2), F.S. *Cf. State v. Globe Communications Corporation,* 648 So. 2d 110, 111 (Fla. 1994) (statute mandating criminal sanctions for printing, publishing or broadcasting "in any instrument of mass communication" information identifying a victim of a sexual offense, ruled unconstitutional).

An entity or individual who communicates to others, prior to open judicial proceedings, the name, address, or other specific identifying information concerning the victim of any sexual offense under Ch. 794 or Ch. 800 shall be liable to the victim for all damages reasonably necessary to compensate the victim for any injuries suffered as a result of such communication. Section 794.026(1), F.S. The victim, however, may not maintain a cause of action unless he or she is able to show that such communication was intentional and was done with reckless disregard for the highly offensive nature of the publication. Section 794.026(2), F.S. *Cf. Cox Broadcasting Corp. v. Cohn,* 95 S.Ct. 1029 (1975); and *Cape Publications, Inc. v. Hitchner,* 549 So. 2d 1374 (Fla. 1989), *appeal dismissed,* 110 S.Ct. 296 (1989).

The Crime Victims' Services Office in the Attorney General's Office is authorized to receive

confidential records from law enforcement and prosecutorial agencies. Section 960.05(2)(k), F.S. *And see* AGO 92-51 (city victim services division, as a governmental agency which is part of the city's criminal justice system, may receive identifying information about victims of sex offenses, for the purpose of advising the victim of available services pursuant to s. 960.001, F.S., requiring distribution of victim support information).

(2) Court records

Section 92.56, F.S., provides that criminal intelligence information or criminal investigative information made confidential pursuant to s. 119.071(2)(h), F.S., must be maintained in court records and in court proceedings, including witnesses' testimony. If a petition for access to these records is filed with the trial court with jurisdiction over an alleged offense, the status of the information must be maintained by the court if the state or the victim demonstrates certain factors as set forth in the statute. Section 92.56(1), F.S. A person who willfully and knowingly violates section 92.56, F.S., or any court order issued under this section is subject to contempt proceedings. Section 92.56(6), F.S. *See also* AGO 03-56 and s. 119.0714(1)(h), F.S.

(3) Department of Children and Families abuse records

As discussed on pages 75-77, there are statutory exemptions set forth in Ch. 415, F.S., which relate to records of abuse of vulnerable adults. Similar provisions relating to child abuse records are found in Ch. 39, F.S. The Attorney General's Office has concluded that the confidentiality provisions in these laws, *i.e., ss.* 415.107 and 39.202, F.S., apply to records of the Department of Children and Families [DCF] and do not encompass a law enforcement agency's arrest report of persons charged with criminal child abuse, after the agency has deleted all information which would reveal the identity of the victim. *See* AGO 93-54. *Accord* Inf. Op. to O'Brien, January 18, 1994. *Cf. Times Publishing Company v. A.J.,* 626 So. 2d 1314 (Fla. 1993), holding that a sheriff's incident report of alleged child abuse that was forwarded to the state child welfare department for investigation pursuant to Ch. 415, F.S. 1990 [see now Part II, Ch. 39, F.S., entitled "Reporting Child Abuse"], should not be released. The Court noted that the department had found no probable cause and that child protection statutes accommodate privacy rights of those involved in these cases "by providing that the supposed victims, their families, and the accused should not be subjected to public scrutiny at least during the initial stages of an investigation, before probable cause has been found." *Id.* at 1315.

Section 39.202(1) F.S., addresses access by authorized agencies to confidential abuse, abandonment, or neglect records held by DCF and provides that the exemption from disclosure for DCF abuse records also applies to DCF records and information in the possession of the agencies granted access. *See* Inf. Op. to Russell, October 24, 2001.

(f) Homicide victims and witnesses and persons whose manner of death was suicide

(1) Photographs and video or audio recordings of killing of a law enforcement officer, killing of a minor, or killing of a victim of mass violence, or suicide of a person

Section 119.071(2)(p)2., F.S., provides confidentiality for a photograph, video or audio recording that depicts or records the killing of a law enforcement officer acting in accordance with his or her official duties, the killing of a minor, the killing of a victim of mass violence, or the suicide of a person. Disclosure may be made to certain persons and entities as authorized in the exemption. Section 119.071(2)(p)2., F.S. *And see* page 74, discussing the confidentiality of autopsy photographs.

The term "killing of a law enforcement officer who was acting in accordance with his or her official duties" is defined to mean "all acts or events that cause or otherwise relate to the death of a law enforcement officer who was acting in accordance with his or her official duties, including any related acts or events immediately preceding or subsequent to the acts or events that were the proximate cause of death." Section 119.071(2)(p)1.a., F.S.

"Killing of a minor" means all acts or events that cause or otherwise relate to the death of a victim who has not yet reached the age of 18 at the time of the death, including any related acts or events immediately preceding or subsequent to the acts or events that were the proximate cause of the death, events that depict a victim under the age of 18 being killed, or events that depict the body of a victim under the age of 18 who has been killed. Section 119.071(2)(p)1.b., F.S.

"Killing of a victim of mass violence" means events that depict either a victim being killed or the body of a victim killed in an incident in which 3 or more persons, not including the perpetrator, are killed by the perpetrator of an intentional act of violence. Section 119.071(2)(p)1.c., F.S.

The term "suicide of a person" means events that depict the suicide of a person, the body of a person whose manner of death was suicide, or any portion of such person's body. Section 119.071(2)(p)1.d., F.S.

Section 119.071(2)(p)7., F.S., provides that the exemption shall be given retroactive application and shall apply to all photographs and recordings of persons covered by the exemption regardless of whether the killing occurred before, on, or after the effective date of the act, May 23, 2019. *And see State v. Schenecker*, No. 11-CF-001376A (Fla. 13th Cir. Ct. August 3, 2011), *cert.denied sub nom., Media General Operations v. State*, 71 So. 3d 124 (Fla. 2d DCA 2011), in which the court concluded that a prior version of this statute applied to crime scene photographs of the victims.

(2) Address of victim of an incident of mass violence

The address of a victim of an incident of mass violence is exempt from disclosure requirements. Section 119.071(2)(o), F.S. The term "incident of mass violence" means an incident in which 4 or more people, not including the perpetrator, are severely injured or killed by an intentional and indiscriminate act of violence of another. The term "victim" means a person killed or injured during an incident of mass violence, not including the perpetrator. *Id. And see* the discussion about Marsy's Law on page 121.

(3) Autopsy report of death of minor due to domestic violence

An autopsy report of a minor whose death was related to an act of domestic violence held by a medical examiner is confidential and exempt and may be disclosed only as provided in the exemption. Section 406.135(2)(b), F.S.

(4) Autopsy report of suicide of a person

An autopsy report of the suicide of a person is confidential and exempt and may be disclosed only as provided in the exemption. Section 406.135(2)(c), F.S.

(5) Homicide witness

Criminal investigative or intelligence information that reveals the personal identifying information of a witness to a murder, as described in s. 782.04, F.S., is confidential for 2 years after the date on which the murder is observed by the witness. Section 119.071(2)(m), F.S. A criminal justice agency may disclose this information in the furtherance of its official duties and responsibilities; to assist in locating or identifying the witness if the agency believes the witness to be missing or endangered; to another governmental agency for use in the performance of its official duties and responsibilities; to the parties in a pending criminal prosecution as required by law. *Id. And see Palm Beach County Sheriff's Office v. Sun-Sentinel Company, LLC*, 226 So. 3d 969 (Fla. 4th DCA 2017) (applying exemption to shield the identity of witnesses who observed a homicide on the highway and whose vehicle was hit by bullets fired by the perpetrator as the witnesses attempted to follow the suspect's car).

(g) Human trafficking victims

Criminal intelligence information or criminal investigative information that may reveal the identity of a person who is a victim of human trafficking whose criminal history record has been expunged pursuant to s. 943.0583, F.S., is confidential. Section 943.0583(11)(a), F.S. Disclosure is authorized under certain circumstances. Section 943.0583(11)(b), F.S. *And see* s. 119.071(2)(h), F.S., relating to victims of the crime of human trafficking proscribed in s. 787.06, F.S., discussed on page 123.

Information about the location of a safe house, safe foster home, or other residential facility serving child victims of commercial sexual exploitation, as defined in s. 409.016, F.S., is confidential and exempt from public disclosure requirements. Section 409.1678(6)(a), F.S. Information may be provided to an agency as necessary to maintain health and safety standards and to address emergency situations in the house or facility. Section 409.1678(6)(b), F.S.

(h) Relocated victim or witness information

Information held by a law enforcement agency, prosecutorial agency or the Victim and Witness Protection Review Committee which discloses the identity or location of a victim or witness (or their immediate family) who has been identified or certified for protective or relocation services is confidential and exempt from disclosure. Section 914.27, F.S.

16. Litigation records

a. Attorney-client communications

The Public Records Act applies to communications between attorneys and governmental agencies; there is no judicially created privilege which exempts these documents from disclosure. *Wait v. Florida Power & Light Company,* 372 So. 2d 420 (Fla. 1979) (only the Legislature and not the judiciary can exempt attorney-client communications from Ch. 119, F.S.). *See also City of North Miami v. Miami Herald Publishing Company,* 468 So. 2d 218 (Fla. 1985) (although s. 90.502, F.S., of the Evidence Code establishes an attorney-client privilege for public and private entities, this evidentiary statute does not remove communications between an agency and its attorney from the open inspection requirements of Ch. 119, F.S.).

Moreover, public disclosure of these documents does not violate the public agency's constitutional rights of due process, effective assistance of counsel, freedom of speech, or the Supreme Court's exclusive jurisdiction over The Florida Bar. *City of North Miami v. Miami Herald Publishing Company, supra. And see Seminole County, Florida v. Wood,* 512 So. 2d 1000, 1001 (Fla. 5th DCA 1987), *review denied,* 520 So. 2d 586 (Fla. 1988) (the rules of ethics provide that an attorney may divulge a communication when required by law; the Legislature has plenary authority over political subdivisions and can require disclosure of otherwise confidential materials); and AGO 98-59 (records in the files of the former city attorney, who served as a contract attorney for the city, which were made or received in carrying out her duties as city attorney and which communicate, perpetuate, or formalize knowledge constitute public records and are required to be turned over to her successor). *Cf. City of St. Petersburg v. Dorchester Holdings, LLC.*, 331 So. 3d 799 (Fla. 2d DCA 2021), discussing the application of R. Regulating Fla. Bar 4-42 and Fla. Bar Ethics Opinion 09-1.

On the other hand, the Florida Supreme Court has ruled that files in the possession of the Capital Collateral Representative (CCR) in furtherance of its representation of an indigent client are not subject to public disclosure under Ch. 119, F.S. The Court noted that the files are not governmental records for purposes of the public records law but are the "private records" of the CCR client. *Kight v. Dugger,* 574 So. 2d 1066 (Fla. 1990). *And see Times Publishing Company v. Acton,* No. 99-8304 (Fla. 13th Cir. Ct. November 5, 1999), available online in the Cases database at the open government site at myfloridalegal.com (private attorneys retained by individual county commissioners in a criminal case were not "acting on behalf" of a public agency so as to become subject to the Public Records Act, even though the board of county commissioners subsequently voted to pay the commissioners' legal expenses in accordance with a county policy

providing for reimbursement of legal expenses to individual county officers who successfully defend criminal charges filed against them arising out of the performance of their official duties).

b. Attorney work product

The Supreme Court has ruled that the Legislature and not the judiciary has exclusive authority to exempt litigation records from the scope of Ch. 119, F.S. *Wait v. Florida Power & Light Company,* 372 So. 2d 420 (Fla. 1979). *See also Edelstein v. Donner,* 450 So. 2d 562 (Fla. 3d DCA 1984), *approved,* 471 So. 2d 26 (Fla. 1985), noting that in the absence of legislation, a work product exemption is "non-existent;" and *Hillsborough County Aviation Authority v. Azzarelli Construction Company,* 436 So. 2d 153, 154 (Fla. 2d DCA 1983), stating that the Supreme Court's decision in *Wait* "constituted a tacit recognition that work product can be a public record."

With the enactment of s. 119.071(1)(d), F.S., the Legislature created a narrow statutory exemption for certain litigation work product of agency attorneys. *See City of Orlando v. Desjardins,* 493 So. 2d 1027, 1029 (Fla. 1986), in which the Court noted that the exemption was enacted because of "developing case law affording public entities no protection under either the work product doctrine or the attorney-client privilege . . . ." *See also City of North Miami v. Miami Herald Publishing Company,* 468 So. 2d 218, 219 (Fla. 1985) (noting application of exemption to "government agency, attorney-prepared litigation files during the pendency of litigation"); and *City of Miami Beach v. DeLapp,* 472 So. 2d 543 (Fla. 3d DCA 1985) (opposing counsel not entitled to city's legal memoranda as such material is exempt work product). *Cf. Dettelbach v. Department of Business and Professional Regulation*, 261 So. 3d 676, 682 (Fla. 1st DCA 2018), noting that "it was important" that an agency attorney's memorandum which was prepared exclusively to assess the strength of the agency's evidence in a licensing case remain exempt from disclosure during the pendency of the adversarial administrative proceedings.

Section 119.071(1)(d)1., F.S., states, in relevant part:

> A public record that was prepared by an agency attorney (including an attorney employed or retained by the agency or employed or retained by another public officer or agency to protect or represent the interests of the agency having custody of the record) or prepared at the attorney's express direction, that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency, and that was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or that was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, is exempt [from disclosure] until the conclusion of the litigation or adversarial administrative proceedings.

Note that this statutory exemption applies to attorney work product that has reached the status of becoming a public record; as discussed more extensively on pages 132-133, certain preliminary trial preparation materials, such as handwritten notes for the personal use of the attorney, are not considered to be within the definitional scope of the term "public records" and, therefore, are outside the scope of Ch. 119, F.S. *See Johnson v. Butterworth,* 713 So. 2d 985 (Fla. 1998).

Under the terms of the statute, the work product exemption "is not waived by the release of such public record to another public employee or officer of the same agency or any person consulted by the agency attorney." Section 119.071(1)(d)2., F.S. *See also* AGO 94-77 (work product exemption continues to apply to records prepared by the county attorney when these records are transferred to the city attorney pursuant to a transfer agreement whereby the city is substituted for the county as a party to the litigation).

An agency asserting the work product exemption must identify the potential parties to the litigation or proceedings. Section 119.071(1)(d)2., F.S. However, the agency is not required to identify each *document* in a record that it asserts to be exempt under the work product exemption. *Dettelbach v. Department of Business and Professional Regulation*, 261 So. 3d 676, 683 (Fla. 1st DCA 2018). Whether to impose such a requirement "is a matter properly addressed to the legislature rather than this court." *Id*.

In the event of litigation disputing the claimed work product exemption, the court must conduct an in camera inspection of the records. *Environmental Turf, Inc. v. University of Florida Board of Trustees,* 83 So. 3d 1012 (Fla. 1st DCA 2012).

If a court finds that the record was improperly withheld, the party seeking the record shall be awarded reasonable attorney's fees and costs in addition to any other remedy ordered by the court. Section 119.071(1)(d)2., F.S. As one court has noted, the inclusion of an attorney's fee sanction "was prompted by the legislature's concern that government entities might claim the work product privilege whenever public access to their records is demanded." *Smith & Williams, P.A. v. West Coast Regional Water Supply Authority,* 640 So. 2d 216, 218 (Fla. 2d DCA 1994).

(1) Scope of exemption

(a) Attorney bills and payments

Only those records which reflect a "mental impression, conclusion, litigation strategy, or legal theory" are included within the parameters of the work product exemption. Accordingly, in AGO 85-89, the Attorney General's Office concluded that a contract between a county and a private law firm for legal counsel and documentation for invoices submitted by such firm to the county do not fall within the work product exemption. *Accord* AGO 00-07 (records of outside attorney fee bills for the defense of the county, as well as its employees who are sued individually, for alleged civil rights violations are public records subject to disclosure).

If the bills and invoices contain some exempt work product--*i.e.*, "mental impression[s], conclusion[s], litigation strateg[ies], or legal theor[ies],"--the exempt material may be deleted and the remainder disclosed. AGO 85-89. However, information such as the hours worked or the hourly wage clearly would not fall within the scope of the exemption. *Id. And see Herskovitz v. Leon County,* No. 98-22 (Fla. 2d Cir. Ct. June 9, 1998), available online in the Cases database at the open government site at myfloridalegal.com ("Obviously, an entry on a [billing] statement which identifies a specific legal strategy to be considered or puts a specific amount of settlement authority received from the client, would fall within the exemption. On the other hand, a notation that the file was opened, or that a letter was sent to opposing counsel, would not.").

Thus, an agency which "blocked out" most notations on invoices prepared in connection with services rendered by and fees paid to attorneys representing the agency, "improperly withheld" nonexempt material when it failed to limit its redactions to those items "genuinely reflecting its 'mental impression, conclusion, litigation strategy, or legal theory.'" *Smith & Williams, P.A. v. West Coast Regional Water Supply Authority,* 640 So. 2d at 218. *And see Davis v. Sarasota County Public Hospital Board,* 480 So. 2d 203 (Fla. 2d DCA 1985), *review denied,* 488 So. 2d 829 (Fla. 1986), holding in part that a citizen seeking to examine records of a public hospital board concerning the payment of legal fees was entitled to examine actual records, not merely excerpts taken from information stored in the hospital's computer.

(b) Records prepared prior to litigation or for other purposes

Unlike the open meetings exemption in s. 286.011(8), F.S., for certain attorney-client discussions between a governmental board and its attorney, s. 119.071(1)(d), F.S., is not limited to records created for *pending* litigation before a court or administrative agency, but may also apply to records prepared "in *anticipation of imminent* civil or criminal litigation or imminent adversarial administrative proceedings . . . ." (e.s.) *See* AGO 98-21, discussing the differences

between the public records work product exemption in s. 119.071(1)(d) and the Sunshine Law exemption in s. 286.011(8), F.S.

However, s. 119.071(1)(d), F.S., does not create a blanket exception to the Public Records Act for all attorney work product. AGO 91-75. The exemption is narrower than the work product privilege recognized by the courts for private litigants. AGO 85-89. In order to qualify for the work product exemption, the records must have been prepared exclusively for litigation or adversarial administrative proceedings, or prepared in anticipation of imminent litigation or adversarial administrative proceedings; records prepared for other purposes may not be converted into exempt material simply because they are also used in or related to the litigation. *See, e.g., Lightbourne v. McCollum,* 969 So. 2d 326, 333 (Fla. 2007), *cert. denied,* 553 U.S. 1059 (2008) (memoranda prepared by corrections department attorney regarding lethal injection procedures do not constitute exempt attorney work product because memoranda do not relate to any pending litigation nor appear to have been prepared exclusively for litigation); *MHM Correctional Services, Inc. v. State, Department of Corrections,* No. 2009 CA 2105 (Fla. 2d Cir. Ct. June 10, 2009), available online in the Cases database at the open government site at myfloridalegal.com (department wrongfully withheld portions of an e-mail stream regarding the bid process as protected work product or privileged communications as none of the emails were prepared in contemplation of litigation as required by the statute).

Moreover, only those records which are prepared by or at the express direction of the agency attorney and reflect "a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency" are exempt from disclosure until the conclusion of the proceedings. *See City of Orlando v. Desjardins,* 493 So. 2d 1027, 1028 (Fla. 1986) (trial court must examine city's litigation file in accident case and prohibit disclosure only of those records reflecting mental impression, conclusion, litigation strategy or legal theory of attorney or city); *Jordan v. School Board of Broward County,* 531 So. 2d 976, 977 (Fla. 4th DCA 1988) (record did not constitute exempt work product because it "was not prepared at an attorney's express direction nor did it reflect a conclusion and mental impression of appellee"); and *Lightbourne v. McCollum, supra* (exemption inapplicable to records that conveyed specific factual information rather than mental impressions or litigation strategies). *Cf. Tober v. Sanchez,* 417 So. 2d 1053, 1055 (Fla. 3d DCA 1982), *review denied sub nom.*, *Metropolitan Dade County Transit Agency v. Sanchez,* 426 So. 2d 27 (Fla. 1983) (documents which are given by a client to an attorney in the course of seeking legal advice are privileged in the attorney's hands only if the documents were privileged in the client's hands; thus, otherwise public records made or received by agency personnel do not become privileged merely by transferring them to the agency attorney).

Thus, a circuit judge refused to apply the exemption to tapes, witness statements and interview notes taken by police as part of an investigation of a drowning accident at a city summer camp. *See Sun-Sentinel Company v. City of Hallandale,* No. 95-13528(05) (Fla. 17th Cir. Ct. October 11, 1995), available online in the Cases database at the open government site at myfloridalegal.com. Similarly, in AGO 05-23, the Attorney General's Office advised that notes taken by the assistant city attorney during interviews with co-workers of certain city employees in order to ascertain if employee discipline was warranted are not exempt from disclosure. *See also* AGO 91-75 (work product exemption not applicable to documents generated or received by school district investigators, acting at the direction of the school board to conduct an investigation of certain school district departments). *Cf. City of Avon Park v. State,* 117 So. 3d 470 (Fla. 2d DCA 2013) (recognizing that where no charges were filed against any of the parties mentioned in a state attorney investigator's report, the report was a public record and the s. 119.071[1][d], F.S., exemption was inapplicable).

(c) Settlement records

If the state settles a claim against one company accused of conspiracy to fix prices, the state has concluded the litigation against that company. Thus, the records prepared in anticipation of litigation against that company are no longer exempt from disclosure even though the state has

commenced litigation against the alleged co-conspirator. *State v. Coca-Cola Bottling Company of Miami, Inc.*, 582 So. 2d 1 (Fla. 4th DCA 1990). *And see Tribune Company v. Hardee Memorial Hospital*, No. CA-91-370 (Fla. 10th Cir. Ct. August 19, 1991), available online in the Cases database at the open government site at myfloridalegal.com (settlement agreement not exempt as attorney work product even though another related case was pending, and agency attorneys feared disclosure of their assessment of the merits of the settled case and their litigation strategy would have a detrimental effect upon the agency's position in the related case). *See also* Inf. Op. to Gastesi, August 27, 2015 (settlement demand furnished by plaintiff to agency); and *Florida Sugar Cane League, Inc. v. Florida Department of Environmental Regulation*, No. 91-4218 (Fla. 2d Cir. Ct. June 5, 1992) (technical documents or data which were not prepared for the purpose of carrying litigation forward but rather were jointly authored among adversaries to promote settlement are not exempted as attorney work product). *Cf. Prison Health Services, Inc. v. Lakeland Ledger Publishing Company*, 718 So. 2d 204, 205 (Fla. 2d DCA 1998), *review denied*, 727 So. 2d 909 (Fla. 1999) (private company under contract with sheriff to provide medical services for inmates at county jail must release records relating to a settlement agreement with an inmate because all of its records that would normally be subject to the Public Records Act if in the possession of the public agency, are likewise covered by that law, even though in the possession of the private corporation).

(2) Duration of exemption

The exemption from disclosure provided by s. 119.071(1)(d), F.S., is temporary and limited in duration. *City of North Miami v. Miami Herald Publishing Co., supra.* The exemption exists only until the "conclusion of the litigation or adversarial administrative proceedings" even if disclosure of the information in the concluded case could negatively impact the agency's position in related cases or claims. *See State v. Coca-Cola Bottling Company of Miami, Inc.,* 582 So. 2d 1 (Fla. 4th DCA 1990); *Seminole County v. Wood,* 512 So. 2d 1000 (Fla. 5th DCA 1987), *review denied,* 520 So. 2d 586 (Fla. 1988); and *Lightbourne v. McCollum, supra* (rejecting a "continuing exemption" claim by the state). *And see* AGO 13-13 (Sunshine Law exemption for certain attorney-client meetings found in s. 286.011[8], F.S., "does not recognize a continuation of the exemption for 'derivative claims' made in separate, subsequent litigation"). *Cf. State v. Coca-Cola Bottling Company of Miami, Inc., supra* (although state cannot claim work product exemption for litigation records after conclusion of litigation, Ch. 119 does not cover oral testimony; thus, opposing counsel not entitled to take *depositions* of state representatives regarding the concluded litigation).

Thus, a school board failed to meet its burden of showing that items contained in a school board litigation report were exempt from disclosure where there was no evidence that the cases in question were pending and open when the board received the public records request. *Barfield v. School Board of Manatee County,* 135 So. 3d 560 (Fla. 2d DCA 2014).

However, the phrase "conclusion of the litigation or adversarial administrative proceedings" encompasses post-judgment collection efforts such as a legislative claims bill. *Wagner v. Orange County,* 960 So. 2d 785 (Fla. 5th DCA 2007). *And see* AGO 94-33, concluding that for purposes of the attorney-client exemption from the Sunshine Law in s. 286.011(8), F.S., a pending lawsuit is concluded when the suit is dismissed with prejudice or the applicable statute of limitations has run; "[t]o allow a plaintiff who has voluntarily dismissed a suit to gain access to transcripts of strategy or settlement meetings in order to obtain an advantage in the refiling of a lawsuit would subvert the purpose of the statute." *Cf. Chmielewski v. City of St. Pete Beach,* 161 So. 3d 521 (Fla. 2d DCA 2014) (rejecting city's argument that because an agreement settling a quiet title action provided for further mediation should a dispute arise regarding the meaning of the agreement, the case was still pending for purposes of the Sunshine Law exemption in s. 286.011[8], F.S).

In addition, the exemption extends "through prosecution of appeals." Inf. Op. to Boutsis, December 13, 2012. *Cf.* s. 119.071(1)(d)1., F.S. ("For purposes of capital collateral litigation as set forth in s. 27.7001, the Attorney General's office is entitled to claim this exemption for those

public records prepared for direct appeal as well as for all capital collateral litigation after direct appeal until execution of sentence or imposition of a life sentence.").

c. Other statutory exemptions relating to litigation records

Section 768.28(16)(b), F.S., provides an exemption for claims files maintained by agencies pursuant to a risk management program for tort liability until the termination of all litigation and settlement of all claims arising out of the same incident.

The "plain language of the statute" indicates that the "*entire* claims file is exempt from disclosure until resolution of the claim or claims." *City of Homestead v. McDonough*, 232 So. 3d 1069, 1071 (Fla. 3d DCA 2017). [emphasis supplied by the court]. Accordingly, the trial court erred by ordering production of certain records in the file on the theory that production would not harm the city. *Id. See also Wagner v. Orange County,* 960 So. 2d 785 (Fla. 5th DCA 2007), stating that the phrase "settlement of all claims arising out of the same incident" included a legislative claims bill.

The exemption afforded by s. 768.28(16), F.S., is limited to tort claims for which the agency may be liable under s. 768.28, F.S., and does not apply to federal civil rights actions under 42 U.S.C. s. 1983. AGOs 00-20 and 00-07. *And see Sun-Sentinel Company v. City of Hallandale,* No. 95-13528(05) (Fla. 17th Cir. Ct. October 11, 1995), available online in the Cases database at the open government site at myfloridalegal.com (exemption now found at s. 768.28[16][b], F.S., for risk management files did not apply to tapes, witness statements and interview notes taken by police as part of an investigation of a drowning accident at a city summer camp). Moreover, the exemption does not include outside attorney invoices indicating hours worked and amount to be paid by the public agency, even though the records may be maintained by the agency's risk management office pursuant to a risk management program. AGO 00-07. *And see* AGO 92-82 (open meetings exemption provided by s. 768.28, F.S., applies only to meetings held *after* a tort claim is filed with the risk management program).

Section 624.311(2), F.S., provides that the "records of insurance claim negotiations of any state agency or political subdivision are confidential and exempt [from disclosure] until termination of all litigation and settlement of all claims arising out of the same incident." A county's self-insured workers compensation program is the legal equivalent of "insurance" for purposes of this exemption. *Herskovitz v. Leon County,* No. 98-22 (Fla. 2d Cir. Ct. June 9, 1998), available online in the Cases database at the open government site at myfloridalegal.com. *And see* AGO 85-102 (s. 624.311, F.S., exemption includes correspondence regarding insurance claims negotiations between a county's retained counsel and its insurance carriers until termination of litigation and settlement of claims arising out of the same incident). *Compare* s. 284.40(2), F.S. (claim files maintained by the risk management division of the Department of Financial Services are confidential, shall be only for the use of the department, and are exempt from disclosure); and s. 1004.24(4), F.S. (claims files of self-insurance program adopted by Board of Governors, or the board's designee, are confidential and exempt).

d. Attorney notes

Relying on its conclusion in *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633 (Fla. 1980), the Florida Supreme Court has recognized that "not all trial preparation materials are public records." *State v. Kokal*, 562 So. 2d 324, 327 (Fla. 1990). In *Kokal*, the Court approved the decision of the Fifth District in *Orange County v. Florida Land Co.,* 450 So. 2d 341, 344 (Fla. 5th DCA 1984), *review denied,* 458 So. 2d 273 (Fla. 1984), which described certain documents as not within the term "public records" because they were not used to perpetuate, formalize, or communicate knowledge:

> Document No. 2 is a list in rough outline form of items of evidence which may be needed for trial. Document No. 9 is a list of questions the county attorney planned to ask a witness.

> Document No. 10 is a proposed trial outline. Document No. 11 contains handwritten notes regarding the county's sewage system and a meeting with Florida Land's attorneys. Document No. 15 contains notes (in rough form) regarding the deposition of an anticipated witness. These documents are merely notes from the attorneys to themselves designed for their own personal use in remembering certain things. They seem to be simply *preliminary* guides intended to aid the attorneys when they later formalized the knowledge. We cannot imagine that the Legislature, in enacting the Public Records Act, intended to include within the term 'public records' this type of material. [Emphasis supplied by Court]

Similarly, in *Johnson v. Butterworth,* 713 So. 2d 985, 987 (Fla. 1998), the Court ruled that "outlines, time lines, page notations regarding information in the record, and other similar items" in the case file, do not fall within the definition of public record, and thus are not subject to disclosure. *See also Braddy v. State*, 219 So. 3d 803. 821 (Fla. 2017) ("handwritten attorney notes, draft documents, and annotated copies of decisional law . . . do not constitute public records"); *Ragsdale v. State,* 720 So. 2d 203, 205 (Fla. 1998) ("attorney's notes and other such preliminary documents are not public records and are never subject to public records disclosure"); *Valle v. State,* 705 So. 2d 1331, 1335 (Fla. 1997) (prosecutors' notes to themselves for their own personal use, including outlines of opening and closing arguments and notes of witness depositions are not public records); *Lopez v. State,* 696 So. 2d 725, 727 (Fla. 1997) (handwritten notes dealing with trial strategy and cross-examination of witnesses are not public records); and *Atkins v. State*, 663 So. 2d 624, 626 (Fla. 1995) (notes of state attorney's investigations and annotated photocopies of decisional case law are not public records).

By contrast, documents prepared to communicate, perpetuate, or formalize knowledge constitute public records and are, therefore, subject to disclosure in the absence of statutory exemption. *See Shevin v. Byron, Harless, Schaffer, Reid & Associates, Inc.,* 379 So. 2d 633, 640 (Fla. 1980), stating that "[i]nter-office memoranda and intra-office memoranda communicating information from one public employee to another or merely prepared for filing, even though not a part of an agency's later, formal public product, would nonetheless constitute public records inasmuch as they supply the final evidence of knowledge obtained in connection with the transaction of official business."

Thus, in *Coleman v. Austin,* 521 So. 2d 247, 248 (Fla. 1st DCA 1988), the court observed that "although notes from attorneys to themselves might not be public records when intended for their own personal use, inter-office and intra-office memoranda may constitute public records even though encompassing trial preparation materials." *And see Orange County v. Florida Land Company, supra,* in which the court concluded that trial preparation materials consisting of interoffice and intraoffice memoranda communicating information from one public employee to another or merely prepared for filing, even though not part of the agency's formal work product, were public records although such circulated trial preparation materials might be exempt from disclosure pursuant to s. 119.071(1)(d), F.S., while the litigation is ongoing. *See also* AGO 05-23 (handwritten notes prepared by city's assistant labor attorney during her interviews with city employees are public records "when those notes are made to perpetuate and formalize knowledge and to communicate that information to the city's labor attorney").

17. Personal records not made or received in the course of official business

As noted in AGO 04-33, the broad definition of "public record" makes it clear that the "form of the record is irrelevant; the material issue is whether the record is made or received by the public agency in connection with the transaction of official business." *See* s. 119.011(12), F.S., defining the term "public records" to mean materials "made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." *See also Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980), stating that

in order to constitute "public records" for purposes of Ch. 119 disclosure requirements, the records must have been prepared "in connection with official agency business" and be intended to "perpetuate, communicate, or formalize knowledge of some type."

Accordingly, records which are *not* made or received in connection with the transaction of official business do not constitute public records for purposes of Ch. 119 disclosure requirements. *See e.g. Butler v. City of Hallandale Beach,* 68 So. 3d 278 (Fla. 4th DCA 2011) (e-mail sent by mayor from her personal account using her personal computer and blind copied to friends and supporters did not constitute a public record because the e-mail was not made pursuant to law or ordinance or in connection with the transaction of official business). Similarly, text messages from a city commissioner to her husband during a city commission meeting which were 'uniformly personal and private' and were not made in connection with any business transacted by the city, "did not possess the attributes of official business and, therefore, did not become subject to public records inspection." *City of Sunny Isles Beach v. Gatto*, 338 So. 3d 1045 (Fla. 3d DCA 2022). The court noted that the commissioner was not acting in her official capacity when she texted with her husband; "[n]or did her husband step out of his role as husband and adopt the role of a citizen either seeking to enter a City process or to transact City business." *Id*.

In evaluating whether a record is made or received in connection with the official business of an agency, "the determining factor is the nature of the record, not its physical location." *State v. City of Clearwater,* 863 So. 2d 149, 154 (Fla. 2003). In *Clearwater*, the Court held that personal e-mails between government employees on government-owned computers which were not made or received in the course of official business did not constitute public records. *See also Bent v. State,* 46 So. 3d 1047, 1050 (Fla. 4th DCA 2010) (recordings made by sheriff's office of personal telephone calls between minors in jail awaiting trial and third parties are not public records when contents of the phone calls do not involve criminal activity or a security breach); and *Media General Operations, Inc. v. Feeney,* 849 So. 2d 3 (Fla. 1st DCA 2003) (records of personal or private calls of legislative employees using cellular phone service provided by a political party do not constitute official business of the Legislature and are not subject to public disclosure).

However, in concluding that the location of e-mails on a government computer does not control the application of Public Records Act, the *Clearwater* court also cautioned that the case before it did not involve e-mails "that may have been isolated by a government employee whose job required him or her to locate employee misuse of government computers." *State v. City of Clearwater,* at 151n.2. *And see Miami-Dade County v. Professional Law Enforcement Association,* 997 So. 2d 1289 (Fla. 3d DCA 2009) (personal flight log of pilots paid by county which are required as part of pilots' administrative duties are distinguishable from personal e-mails in *City of Clearwater* case and are subject to disclosure). *See also* AGO 09-19 (because the creation of a city Facebook page must be for a municipal, not private purpose, the "placement of material on the city's page would presumably be in furtherance of such purpose and in connection with the transaction of official business and thus subject to the provisions of Chapter 119, Florida Statutes"),

Thus, in *Bill of Rights, Inc. v. City of New Smyrna Beach*, No. 2009-20218-CINS (Fla. 7th Cir. Ct. April 8, 2010), available online in the Cases database at the open government site at myfloridalegal.com, the court concluded that billing documents regarding personal calls made and received by city employees on city-owned or city-leased cellular telephones are public records, when those documents are received and maintained in connection with the transaction of official business; "and, the 'official business' of a city includes paying for telephone service and obtaining reimbursement from employees for personal calls." *See also* AGO 77-141 (copies of letters or other documents received by the mayor in his official capacity constitute records received "in connection with the transaction of official business" and therefore are public records). *Compare* Inf. Op. to Burke, April 14, 2010 (while the licensing board, and not Attorney General's Office, must determine whether a letter, allegedly sent to the board by mistake, had been received by the board in connection with the transaction of official business, the board "may wish to consider whether circumstances characterize how the document was received, such as does the letter relate

to a past, existing, or potential investigation by the board").

Similarly, the mere fact that an e-mail is sent from a private e-mail account using a personal computer is not the determining factor as to whether it is a public record; it is whether the e-mail was prepared or received in connection with official agency business. *See Butler v. City of Hallandale Beach, supra.* For example, if a public employee sends a proposed agency budget to his or her supervisor for review, the report is a public record, regardless of whether the report was sent from the employee's agency e-mail account using a government computer, or from his or her home computer using a personal e-mail account. *And see* AGO 08-07 (individual council members who post comments and emails relating to transaction of city business on a privately-owned and operated website "would be responsible for ensuring that the information is maintained in accordance with the Public Records Law"). *See also Bear v. Escambia County Board of County Commissioners,* 2022 WL 602266 (N.D. Fla. March 01, 2022) (messages on a county commissioner's privately owned and maintained social media accounts which involved his interactions with the public on matters of county concern and which involved his duties as a commissioner were public records).

"An elected official's use of a private cell phone to conduct public business via text messaging can create an electronic written public record subject to disclosure." *O'Boyle v. Town of Gulf Stream*, 257 So. 3d 1036, 1040 (Fla. 4th DCA 2018). However, in order for the communication to constitute a public record, "an official or employee must have prepared, owned, used, or retained it within the scope of his or her employment or agency." *Id*. at 1040-1041. According to the *O'Boyle* court, an official or employee's communication "falls 'within the scope of employment or agency' only when their job requires it, the employer or principal directs it, or it furthers the employer's or principal's interests." *Id*. at 1041. *Cf*. AG0 16-16 (hospital district not authorized to reimburse a board member for attorney fees incurred in responding to a public records request for records relating to her board service which were stored in her private computer and telephone when no suit, claim, charge, or action was instituted against the commissioner when the fees were incurred).

18. Personnel records

The general rule with regard to personnel records is the same as for other public records; unless the Legislature has expressly exempted certain personnel records from disclosure or authorized the agency to adopt rules limiting access to such records, personnel records are subject to public inspection and copying under s. 119.07(1), F.S. *See Michel v. Douglas,* 464 So. 2d 545 (Fla. 1985).

a. Annuity or custodial account activities

Records identifying individual participants in any annuity contract or custodial account under s. 112.21, F.S. (relating to tax-sheltered annuities or custodial accounts for employees of governmental agencies) and their personal account activities are confidential and exempt from s. 119.07(1), F.S. Section 112.21(1), F.S.

b. Applications for employment, references, and resumes

Applications and resumes are subject to disclosure, after redaction of statutorily exempt information such as social security numbers. *See Shevin v. Byron, Harless,* Schaffer, Reid and Associates, Inc., 379 So. 2d 633 (Fla. 1980); and AGOs 15-10 and 77-48. Similarly, communications from third parties are subject to disclosure. *See Douglas v. Michel,* 410 So. 2d 936 (Fla. 5th DCA 1982), *questions answered and approved,* 464 So. 2d 545 (Fla. 1985). A written employment contract is a public record. AGO 13-14.

Section 1004.098(1)(a), F.S., establishes confidentiality for personal identifying information of applicants for president of a state university or Florida College System institution. The age, race, and gender of applicants who met the minimum qualifications for the position

who were considered and the personal identifying information of applicants included in the final group of applicants are no longer confidential beginning at the earlier of the date the final group of applicants is established or 21 days before the date of a meeting at which an interview of an applicant will be conducted or at which final action or a vote is to be taken on the offer of employment of an applicant. Section 1004.098(1)(b), F.S. *Cf.* AGO 23-04, advising that the Sunshine Law does not permit members of a university presidential search committee to use a search firm to anonymously rank candidates to affect which candidates the committee will consider at a future meeting, and that the exemption from the Sunshine Law in s. 1004.098(2)(b), F.S., "applies only when the committee fulfills all criteria of the exemption, such as recording the entire portion of the exempt meeting."

c. Collective bargaining

(1) Relationship of collective bargaining agreement to personnel records

A collective bargaining agreement between a public employer and its employees may not validly make the personnel records of public employees confidential or exempt the same from the Public Records Act. AGO 77-48. Thus, employee grievance records are disclosable even though classified as confidential in a collective bargaining contract because "to allow the elimination of public records from the mandate of Chapter 119 by private contract would sound the death knell of the Act." *Mills v. Doyle,* 407 So. 2d 348, 350 (Fla. 4th DCA 1981). *Cf. Palm Beach County Classroom Teacher's Association v. School Board of Palm Beach County,* 411 So. 2d 1375, 1376 (Fla. 4th DCA 1982) (collective bargaining agreement cannot be used "to circumvent the requirements of public meetings" in s. 286.011, F.S.).

Similarly, a city may not remove and destroy disciplinary notices, with or without the employee's consent, during the course of resolving collective bargaining grievances, except in accordance with retention schedules established by the Division of Library and Information Services of the Department of State. AGO 94-75. *Accord* AGO 94-54.

(2) Collective bargaining work product exemption

Section 447.605(3), F.S., provides:

> All work products developed by the public employer in preparation for negotiations, and during negotiations, shall be confidential and exempt from the provisions of s. 119.07(1), F.S.

The exemption is limited and does not remove budgetary or fiscal information from the purview of Ch. 119, F.S. *See Bay County School Board v. Public Employees Relations Commission,* 382 So. 2d 747, 749 (Fla. 1st DCA 1980), noting that records which are prepared for other purposes do not, as a result of being used in negotiations, come within the s. 447.605(3) exemption; and *Warden v. Bennett,* 340 So. 2d 977 (Fla. 2d DCA 1976), ordering that working papers used in preparing a college budget be produced for inspection by a labor organizer.

Thus, proposals and counter proposals presented during the course of collective bargaining would appear to be subject to public disclosure. However, written notes taken by the representative of a fire control district during collective bargaining sessions for use in preparing for subsequent bargaining sessions which reflect the impressions, strategies and opinions of the district representative are exempt pursuant to s. 447.605(3), F.S. Inf. Op. to Fulwider, June 14, 1993.

d. Complaints against employees

Section 119.071(2)(k), F.S., provides that a complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint is confidential and exempt until the investigation ceases to be active, or until the agency provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the agency has either:

a. Concluded the investigation with a finding not to proceed with disciplinary action or file charges; or

b. Concluded the investigation with a finding to proceed with disciplinary action or file charges.

Prior to the enactment of this statute in 2013, there was no general exemption from public disclosure for complaints and investigative records based on alleged misconduct by agency employees. *See e.g.,* AGO 04-22 (anonymous letter sent to city officials containing allegations of misconduct by city employees is a public record). Instead, the Legislature enacted exemptions pertaining to specific types of complaints and investigations. *See e.g.* s. 943.03(2), F.S., providing for confidentiality of Florida Department of Law Enforcement records relating to an active investigation of misconduct, in connection with their official duties, of public officials and employees and of members of public corporations and authorities subject to suspension or removal by the Governor.

For information on the exemptions for whistleblower, discrimination and ethics complaints directed against public officials and employees, please refer to the discussion on pages 98-102. A discussion of exemptions addressing complaints against law enforcement officers and educators follows:

(1) Law enforcement officers and correctional officers

(a) Scope of exemption and duration of confidentiality

In the absence of an express legislative exemption, law enforcement personnel records are open to inspection just like those of other public employees. *See Tribune Company v. Cannella,* 438 So. 2d 516, 524 (Fla. 2d DCA 1983), *quashed on other grounds,* 458 So. 2d 1075 (Fla. 1984), *appeal dismissed sub nom., Deperte v. Tribune Company,* 105 S.Ct. 2315 (1985) (law enforcement personnel records compiled and maintained by the employing agency "can never constitute criminal investigative or intelligence information within the meaning of the Public Records Act even if subpoenaed by another law enforcement agency at some point after their original compilation by the employing agency").

However, s. 112.533(5)(a), F.S., provides that complaints filed against law enforcement officers and correctional officers, and all information obtained pursuant to the agency's investigation of the complaint, are confidential *until* the investigation is no longer active or until the agency head or his or her designee provides written notice to the officer who is the subject of the complaint that the agency has concluded the investigation with a finding to either proceed or not to proceed with disciplinary action or the filing of charges.

The term "law enforcement officer" is defined as any person, other than a chief of police, who is employed full time or part time by any municipality or the state or any political subdivision thereof and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, traffic, or highway laws of this state; and includes any person who is appointed by the sheriff as a deputy sheriff under s. 30.07, F.S. Section 112.531(3), F.S.

Complaints filed with the employing agency by any person, whether within or outside the agency, are subject to the exemption. AGO 93-61. However, the complaint must be in writing in order for the confidentiality provisions to apply. *City of Delray Beach v. Barfield,* 579 So. 2d 315 (Fla. 4th DCA 1991). *Cf. Fraternal Order of Police v. Rutherford,* 51 So. 3d 485, 488 (Fla. 1st DCA 2010) (written complaint not necessary to trigger confidentiality afforded by s. 112.532[4][b], F.S., as that statute provides a broader confidentiality for ongoing investigations whenever a law enforcement or correctional officer faces possible dismissal, demotion, or suspension without pay until the investigating agency "completes or abandons its investigation").

While s. 112.533, F.S., applies to complaints and records obtained pursuant to the law enforcement agency's investigation of the complaint, it does not transform otherwise public

records (such as crime or incident reports) into confidential records simply because the actions which are described in the crime report later form the basis of a complaint filed pursuant to s. 112.533, F.S. AGO 96-27. *And see* AGO 08-33 (list of law enforcement officers who have been placed on administrative duty by their employer is not confidential under s. 112.533[5][a], F.S., but is subject to inspection and copying even if information on the list will identify officers who are the subject of internal investigation).

If the officer resigns prior to the agency's completion of its investigation, the exemption from disclosure provided by s. 112.533(5), F.S., no longer applies, even if the agency is still actively investigating the complaint. AGO 91-73. However, if the complaint has generated information which qualifies as active criminal investigative information, *i.e.*, information compiled by a criminal justice agency while conducting an ongoing criminal investigation of a specific act, such information would be exempt while the investigation is continuing with a good faith anticipation of securing an arrest or prosecution in the foreseeable future. *Id. See* s. 112.533(5)(b), F.S., providing that the disclosure provisions do not apply to any public record [such as active criminal investigative information exempted in s. 119.071(2)(c), F.S.] which is exempt from disclosure pursuant to Ch. 119, F.S.

The exemption is of limited duration. Section 112.533(5), F.S., establishes that the complaint and all information gathered in the investigation of that complaint generally become public records at the conclusion of the investigation or at such time as the investigation becomes inactive. AGO 95-59. Thus, a court ruled that the exemption ended once the sheriff's office provided the accused deputy with a letter stating that the investigation had been completed, the allegations had been sustained, and that the deputy would be notified of the disciplinary action to be taken. *Neumann v. Palm Beach County Police Benevolent Association,* 763 So. 2d 1181 (Fla. 4th DCA 2000).

However, the mere fact that written notice of intervening actions is provided to the officer under investigation does not signal the end of the investigation nor does such notice make this information public prior to the conclusion of the investigation. AGO 95-59. Similarly, the exemption remains in effect if an agency schedules a pre-disciplinary determination meeting with an officer to hear and evaluate the officer's side of the case because "[d]iscipline is not an accepted fact at this point." *Palm Beach County Police Benevolent Association v. Neumann,* 796 So. 2d 1278, 1280 (Fla. 4th DCA 2001).

A complaint is presumed to be inactive, and hence subject to disclosure, if no finding is made within 45 days after the complaint is filed. Section 112.533(5)(b), F.S. *See City of Delray Beach v. Barfield,* 579 So. 2d at 318 (trial court's finding that complaint was inactive, despite contrary testimony of law enforcement officers conducting the investigation, comes to appellate court "clothed with its own presumption of correctness--especially, as here, where there is other record evidence which sustains it").

(b) Limitations on disclosure

Section 112.533(5)(b), F.S., states that the inspection provisions in that subsection do not apply to any public record which is exempt from public disclosure under Ch. 119, F.S. For example, active criminal investigative or intelligence information which is exempt pursuant to s. 119.071(2)(c), F.S., remains exempt notwithstanding the disclosure provisions set forth in 112.533(5)(a), F.S. *Palm Beach County Police Benevolent Association v. Neumann,* 796 So. 2d 1278 (Fla. 4th DCA 2001). *And see* AGO 91-73. Thus, in such cases, the information would be subject to disclosure when the criminal investigative information exemption ends, rather than as provided in s. 112.533(5), F.S. *Cf. City of Riviera Beach v. Barfield,* 642 So. 2d 1135 (Fla. 4th DCA 1994), *review denied,* 651 So. 2d 1192 (Fla. 1995) (exempt active criminal investigative information may be shared with another criminal justice agency for use in a simultaneous internal affairs investigation and retain its protected status).

Similarly, information that would reveal the identity of the victim of child abuse or the

victim of a sexual offense is not subject to disclosure since the information is exempt pursuant to s. 119.071(2)(h), F.S. *Palm Beach County Police Benevolent Association v. Neumann, supra*.

However, the state attorney's records of a *closed* criminal investigation are not made confidential by s. 112.533, F.S., even though an internal investigation conducted by the police department remains pending concerning the same complaint. AGO 00-66. *Cf.* AGO 96-05, noting that a police report of an agency's criminal investigation of a police officer is a public record in the hands of the police department after the investigation is over regardless of whether a copy of the report is forwarded to the Criminal Justice Standards and Training Commission or to the Commission on Ethics.

(c) Unauthorized disclosure penalties

Section 112.533(7), F.S., makes it a first degree misdemeanor for any person who is a participant in an internal investigation to willfully disclose any information obtained pursuant to the agency's investigation before such information becomes a public record. However, the subsection "does not limit a law enforcement or correctional officer's ability to gain access to information under paragraph (5)(a)." Section 112.533(7), F.S. In addition, a sheriff, police chief or other head of a law enforcement agency, or his or her designee, may acknowledge the existence of a complaint, and the fact that an investigation is underway. *Id.*

The Attorney General's Office has issued several advisory opinions interpreting this statute. *See, e.g.,* AGO 03-60 (while public disclosure of information obtained pursuant to an internal investigation prior to its becoming a public record is prohibited, intradepartmental communications among those participating in the investigation would not be precluded). *Cf.* AGO 97-62 (confidentiality requirements prevent the participation of a citizens' board in resolving a complaint made against a law enforcement officer until the officer's employing agency has made its initial findings). *But see Cooper v. Dillon,* 403 F. 3d 1208, 1218-1219 (11th Cir. 2005), in which the 11th Circuit Court of Appeals ruled that, a former version of this statute was unconstitutional "[b]ecause the curtailment of First Amendment freedoms by Fla. Stat. ch. 112.533(4) [now s. 112.533(7)] is not supported by a compelling state interest, the statute fails to satisfy strict scrutiny and unconstitutionally abridges the rights to speak, publish, and petition government."

(2) Public school system employees

The complaint and material relating to the investigation of a complaint against a public school system employee are confidential until the preliminary investigation is either concluded or ceases to be active. Section 1012.31(3)(a)1., F.S. *See* AGO 91-75 (while exemption applies when a complaint against a district employee has been filed and an investigation against that employee ensues, it does not provide a basis for withholding documents compiled in a general investigation of school departments). *Cf. Johnson v. Deluz,* 875 So. 2d 1,3 (Fla. 4th DCA 2004) (because "legislature had no intention of permitting confidential student information to be made public," student-identifying information must be redacted from public report of investigation of school principal); and *Rhea v. District Board of Trustees of Santa Fe College,* 109 So. 3d 851 (Fla. 1st DCA 2013) (student's unredacted e-mail complaining about a college instructor's classroom behavior qualifies as an exempt "education record").

While s. 1012.31(1)(b), F.S., prohibits placing anonymous letters and material in a school district employee's personnel file, the statute does not prevent a school board from investigating the allegations contained in an anonymous letter nor does it permit the school board to destroy the anonymous material absent compliance with statutory restrictions on destruction of public records. AGO 87-48. Moreover, the personnel file is open at all times to school board members, the superintendent, or the principal, or their respective designees in the exercise of their duties, and to law enforcement personnel in the conduct of a lawful criminal investigation. Section 1012.31(3)(b) and (c), F.S.

(3) State university and Florida College System institution employees

For information on statutory exemptions for complaints filed against state university or Florida College System institution (formerly community college) employees, please refer to the discussion of employee evaluations on pages 143-144.

e. Conditions for inspection of personnel records

An agency is not authorized to unilaterally impose special conditions for the inspection of personnel records. An automatic delay in the production of such records is invalid. *Tribune Company v. Cannella,* 458 So. 2d 1075 (Fla. 1984), *appeal dismissed sub nom., DePerte v. Tribune Company,* 105 S.Ct. 2315 (1985) (automatic 48 hour delay unauthorized by Ch. 119, F.S.). *And see Alterra Healthcare Corporation v. Estate of Shelley,* 827 So. 2d 936, 940n.4 (Fla. 2002) ("only the custodian of such records can assert any applicable exemption; not the employee").

Thus, while an agency is not precluded from notifying an employee that a request has been made to inspect his or her personnel records, in the absence of express legislative authority, the production of personnel records may not be delayed in order to allow the employee to be notified or present during the inspection of the public records relating to that employee. *Compare* s. 1012.31(3)(a)3., F.S., providing that no material derogatory to a *public school employee* may be inspected until 10 days after the employee has been notified by certified mail or personal delivery as provided in s. 1012.31(2)(c), F.S.

(1) Privacy issues

The courts have rejected claims that constitutional privacy interests operate to shield agency personnel records from disclosure. *See Michel v. Douglas,* 464 So. 2d 545, 546 (Fla. 1985), holding that the state constitution "does not provide a right of privacy in public records" and that a state or federal right of disclosural privacy does not exist.

"Absent an applicable statutory exception, pursuant to Florida's Public Records Act (embodied in chapter 119, Florida Statutes), public employees (as a general rule) do not have privacy rights in such records." *Alterra Healthcare Corporation v. Estate of Shelley,* 827 So. 2d 936, 940n.4 (Fla. 2002). *See also Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633 (Fla. 1980); and *Mills v. Doyle,* 407 So. 2d 348 (Fla. 4th DCA 1981). *But see Fadjo v. Coon,* 633 F.2d 1172, 1175n.3 (5th Cir. 1981), noting that "it is clear that the legislature cannot authorize by statute an unconstitutional invasion of privacy."

Additionally, the judiciary has refused to deny access to personnel records based on claims that the release of such information could prove embarrassing or unpleasant for the employee. *See e.g., News-Press Publishing Company, Inc. v. Gadd,* 388 So. 2d 276, 278 (Fla. 2d DCA 1980) (absent a statutory exemption, a court is not free to consider public policy questions regarding the relative significance of the public's interest in disclosure and damage to an individual or institution resulting from such disclosure).

Public employers should note, however, that a court has held that an agency must provide a discharged employee with an opportunity for a post-termination name-clearing hearing when stigmatizing information concerning the employee is made a part of the public records or is otherwise published. *Buxton v. City of Plant City, Florida,* 871 F.2d 1037 (11th Cir. 1989). *See also Garcia v. Walder Electronics, Inc.,* 563 So. 2d 723 (Fla. 3d DCA 1990), *review denied,* 576 So. 2d 287 (Fla. 1990) (public employer has an affirmative duty to inform a discharged employee of his right to seek a post-termination name-clearing hearing). *Cf. Cannon v. City of West Palm Beach,* 250 F.3d 1299, 1303 (11th Cir. 2001) (failure to provide name-clearing hearing to employee who alleged that he was denied a promotion due to stigmatizing information in his personnel file does not violate the employee's due process rights, because "in this circuit a 'discharge or more' is required").

(2) Sealed records

An agency is not authorized to "seal" disciplinary notices and thereby remove such notices from disclosure under the Public Records Act. AGO 94-75. Nor may an agency, absent a statutory exemption for such records, agree to remove counseling slips and written reprimands from an employee's personnel file and maintain such documents in a separate disciplinary file for the purpose of removing such records from public access. AGO 94-54. *Accord* AGO 11-19 (superintendent's failure to comply with a statutory requirement to discuss a performance evaluation with the employee before filing it in the employee's personnel file, does not change the public records status of the evaluation; the evaluation is a public record and may not be removed from public view or destroyed). *And see* AGO 15-10 (agency may not "seal" job applications or request that they be submitted as "sealed" records to foreclose public access).

f. Criminal history information

Except where specific exemptions apply, criminal history information is a public record. AGO 77-125; Inf. Op. to Lymn, June 1, 1990.

In some cases, criminal or juvenile records information obtained by specific agencies as part of a background check required for certain positions has been made confidential and exempt from s. 119.07(1), F.S., or use of the information is restricted. *See, e.g.,* s. 110.1127(2)(d) and (e), F.S. (agency positions designated or specified as provided in s. 110.1127, F.S.); s. 1002.36(7)(d) and (e), F.S. (School for the Deaf and the Blind); and s. 39.821(1) F.S. (guardian ad litem).

Federal confidentiality provisions also apply to criminal history information received from the U.S. government. For example, criminal history information shared with a public school district by the Federal Bureau of Investigation retains its character as a federal record to which only limited access is provided by federal law and is not subject to public inspection under Florida's Public Records Act. AGO 99-01. However, information developed by the school district from further inquiry into references in the federal criminal history record information is a public record which should be included in a school district employee's personnel file. *Id.*

Sections 943.0585 and 943.059, F.S., prohibit a records custodian who has received information relating to the existence of an expunged or sealed criminal history record from disclosing the existence of such record. AGO 94-49.

g. Deferred compensation

All records identifying individual participants in any deferred compensation plan under the Government Employees' Deferred Compensation Plan Act and their personal account activities shall be confidential and exempt. Section 112.215(7), F.S.

h. Direct deposit

Direct deposit records made prior to October 1, 1986, are exempt from s. 119.07(1), F.S. With respect to direct deposit records made on or after October 1, 1986, the names of the authorized financial institutions and the account numbers of the beneficiaries are confidential and exempt. Section 17.076(5), F.S.

i. Drug test results

Drug test results and other information received or produced by a state agency employer as a result of a drug-testing program in accordance with s. 112.0455, F.S., the Drug-Free Workplace Act, are confidential and exempt, and may not be disclosed except as authorized in the statute. Section 112.0455(11), F.S. *See also* s. 112.0455(8)(l) and (t), F.S.

While the provisions of s. 112.0455, F.S., are applicable to state agencies and not to municipalities, ss. 440.101-440.102, F.S., may be used by a municipality or other entity that is an "employer" for purposes of these statutes, to establish a drug-free workplace program. *See* AGO 98-38. Section 440.102(8), F.S., provides for confidentiality of drug test results or other

information received as a result of a drug-testing program implemented pursuant to Ch. 440, F.S. AGO 13-19. *Cf.* AGO 94-51 (city not authorized to delete or remove consent forms or records of disciplinary action relating to city employees' drug testing from personnel records when drug testing was not conducted pursuant to s. 440.102, F.S.); and Inf. Op. to McCormack, May 13, 1997 (s. 440.102[8], F.S., applies to public employees and not to drug test results of public assistance applicants). *And see* s. 443.1715(3), F.S., relating to confidentiality of drug test information and limited disclosure in proceedings conducted for purposes of determining compensability under the reemployment assistance law.

In AGO 96-58, the Attorney General's Office advised that the medical director for a city fire and rescue department may submit drug test results to the state health department pursuant to s. 401.265(2), F.S., requiring a medical director to report to the department any emergency medical technician or paramedic who may have acted in a manner constituting grounds for discipline under the licensing law. The tests were conducted during routine pre-employment and annual fitness for duty examinations and not pursuant to ss. 440.101-440.102, F.S.

j. Employee assistance program

An employee's personal identifying information contained in records held by the employing agency relating to that employee's participation in an employee assistance program is confidential and exempt from disclosure. *See* ss. 110.1091 (state employees), 125.585 (county employees), and 166.0444 (municipal employees), F.S.

k. Employment search or consultant records

"[D]ocuments provided to a consultant in relation to his acting on behalf of a public agency are public documents." *Wallace v. Guzman,* 687 So. 2d 1351, 1353 (Fla. 3d DCA 1997). Thus, if an agency uses a recruitment company to conduct an employment search for the agency, records made or received by the private company in connection with the search are public records. AGO 92-80. *See also Shevin v. Byron, Harless, Schaffer, Reid and Associates,* 379 So. 2d 633 (Fla. 1980) (firm of consultants hired to conduct an employment search for position of managing director of a public agency was "acting on behalf of" a public agency and thus letters, memoranda, resumes, and travel vouchers made or received by consultants as part of search were public records). *Cf.* s. 1004.098(1), F.S., discussed on page 135 establishing an exemption for personal identifying information of applicants for president of a state university or Florida College institution.

l. Evaluations of employee performance

Evaluations of public employee performance are generally subject to disclosure. As the Florida Supreme Court pointed out in *News-Press Publishing Company v. Wisher,* 345 So. 2d 646, 648 (Fla. 1977):

> No policy of the state protects a public employee from the embarrassment which results from his or her public employer's discussion or action on the employee's failure to perform his or her duties properly.

However, there are statutory restrictions on access to evaluations of employee performance for public school system employees. Section 1012.31(3)(a), F.S. Similarly, there are exemptions for evaluations contained in limited-access records prescribed by a hospital or other facility licensed under Ch. 395, F.S., for employees of the facility, s. 395.3025(9), F.S.; prescribed by the State Board of Education for Florida College System institution employees, s. 1012.81, F.S.; or prescribed by a university board of trustees for its employees, s. 1012.91, F.S.

A discussion of each of these exemptions follows:

(1) Hospital employees

Section 395.3025(9), F.S., authorizes hospitals to prescribe the content of limited-access

employee records which are not available for disclosure for 5 years after such designation. Such records are limited to evaluations of employee performance, including records forming the basis for evaluation and subsequent actions. *See Times Publishing Company v. Tampa General Hospital,* No. 93-03362 (Fla. 13th Cir. Ct. May 27, 1993), available online in the Cases database at the open government site at myfloridalegal.com (s. 395.3025[9] exemption does not apply to list of terminated hospital employees; hospital ordered to allow newspaper to inspect list and personnel files of those persons named in list after "limited-access" documents have been removed).

(2) Public school employees

Employee evaluations of public school system employees prepared pursuant to cited statutes are confidential until the end of the school year immediately following the school year during which the evaluation was made; however, no evaluations made prior to July 1, 1983, shall be made public. Section 1012.31(3)(a)2., F.S. However, the exemption applies only to the "employee evaluation." *See Morris Publishing Group, LLC v. Department of Education,* 133 So. 3d 957, 960 (Fla. 1st DCA 2013), *review denied,* 157 So. 3d 1046 (Fla. 2014) ("While section 1012.31[3][a]2 provides that the evaluation of a public school teacher is not subject to disclosure under the public records law, it does not follow that any information or data used to prepare the evaluation is likewise exempt from disclosure").

Moreover, information obtained from evaluation forms circulated by the local teacher's union to its members that is provided unsolicited to the superintendent is not exempt under this statute. AGO 94-94. In addition, written comments and performance memoranda prepared by individual school board members regarding an appointed superintendent are not exempt from disclosure. AGO 97-23. *Cf.* AGO 11-19, concluding that a superintendent's failure to comply with a statute requiring that a performance evaluation be discussed with an employee before it is filed in the employee's personnel file, does not change the public records status of the evaluation; the evaluation is a public record and may not be removed from public view or destroyed.

(3) State university and Florida College System institution employees

Limited-access records maintained by a state university on its employees are confidential and exempt from s. 119.07(1), F.S., and may be released only upon authorization in writing from the employee or upon court order. Without such authorization, access to the records is limited to university personnel as specified in the statute. Section 1012.91, F.S.

"Limited-access records" are limited to: information reflecting academic evaluations of employee performance that are open to inspection only by the employee and university officials responsible for supervision of the employee; records relating to an investigation of employee misconduct which records are confidential until the conclusion of the investigation or the investigation ceases to be active as defined in the exemption; and records maintained for the purpose of any disciplinary proceeding against the employee or records maintained for any grievance proceeding brought by an employee for enforcement of a collective bargaining agreement or contract until a final decision is made. Section 1012.91(1), F.S.

For sexual harassment investigations of university personnel, portions of records that identify or reasonably could lead to the identification of the complainant or a witness also constitute limited-access records. Section 1012.91(2), F.S. Records which comprise the common core items contained in the State University System Student Assessment of Instruction instrument may not be prescribed as limited-access records. Section 1012.91(4), F.S.

Regarding Florida College System institution employees, s. 1012.81, F.S., states that rules of the State Board of Education shall prescribe the content and custody of limited-access records maintained by a Florida College System institution on its employees. Such records are limited to information reflecting academic evaluations of employee performance and certain disciplinary and grievance records as described in the exemption. Limited access records are confidential and exempt and may not be released except as authorized in the exemption. *Cf. Rhea v. District Board*

of Trustees of Santa Fe College, 109 So. 3d 851 (Fla. 1st DCA 2013) (student's unredacted e-mail complaining about an instructor's classroom behavior qualifies as an exempt "education record").

m. Examination questions and answer sheets

Examination questions and answer sheets of examinations administered by governmental entities for the purpose of licensure, certification, or employment are exempt from mandatory disclosure requirements. Section 119.071(1)(a), F.S. *See Dickerson v. Hayes,* 543 So. 2d 836, 837 (Fla. 1st DCA 1989) (applying exemption to portions of rating sheets used by promotion board which contained summaries of applicants' responses to oral examination questions where the oral questioning "was a formalized procedure with identical questions asked of each applicant [which] 'tested' the applicants' response both as to style and content"). *And see Rush v. High Springs,* 82 So. 3d 1108 (Fla. 1st DCA 2012) (exemption applies to questions and answers contained in pre-employment polygraph examinations).

The exemption from disclosure in s. 119.071(1)(a), F.S., applies to examination questions and answers, and does not include the "impressions and grading of the responses" by the examiners. *See Dickerson v. Hayes, supra* at 837. *Compare* s. 455.229(1), F.S., providing confidentiality for "examination questions, answers, papers, grades, and grading keys" used in licensing examinations administered by the Department of Business and Professional Regulation.

A person who has taken an examination has the right to review his or her own completed examination. Section 119.071(1)(a), F.S. *See* AGO 76-210, stating that an examinee has the right to inspect the results of a completed civil service promotional examination, including question and answer sheets, after the examination has been completed. However, the examinee possesses only the right to *review* his or her own completed examination and may not make or obtain copies of that examination. AGO 81-12.

n. Home addresses, telephone numbers and other personal information

In the absence of statutory exemption, home addresses, telephone numbers, photographs, and dates of birth of public officers and employees are not exempt from disclosure. *See* AGO 96-88 (home addresses and telephone numbers and business addresses and telephone numbers of members of state and district human rights advocacy committees are public records); *Browning v. Walton,* 351 So. 2d 380 (Fla. 4th DCA 1977) (city cannot refuse to allow inspection of records containing the names and addresses of city employees who have filled out forms requesting that the city maintain the confidentiality of their personnel files). *And see United Teachers of Dade v. School Board of Dade County,* No. 92-17803 (01) (Fla. 11th Cir. Ct. Nov. 30, 1992), available online in the Cases database at the open government site at myfloridalegal.com (home telephone numbers and addresses of school district employees not protected by constitutional right to privacy; only the Legislature can exempt such information). *Cf.* AGO 85-03 (list containing names and addresses of subscribers to state magazine is a public record).

(1) Listing of public officers and employees covered by exemptions

The home addresses, telephone numbers, and other specified personal information pertaining to certain public officers and employees and their spouses and children have been exempted in ss. 119.071(4)(d) and 119.071(5)(i)(k) F.S. The term "home address" for purposes of s. 119.071(4)(d), F.S., means "the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address." Section 119.071(4)(d)1.a., F.S.

For purposes of s. 119.071(4)(d), F.S., the term "telephone numbers" includes "home telephone numbers, personal cellular telephone numbers, personal pager telephone numbers, and telephone numbers associated with personal communications devices." Section 119.071(4)(d)1.c., F.S.

(a) Abuse investigators for Department of Children and Families and Department of Health

a. Scope of exemption: Active or former personnel of the Department of Children and Families whose duties include the investigation of abuse, neglect, exploitation, fraud, theft or other criminal activities; and active or former personnel of the Department of Health whose duties are to support the investigation of child abuse or neglect

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.a., F.S.

(b) Child advocacy personnel and child protection team members

a. Scope of exemption: Current or former directors, managers, supervisors, and clinical employees of a child advocacy center that meets the standards of s. 39.3035(2) and fulfills the screening requirements of s. 39.3035(3) and the members of a Child Protection Team as described in s. 39.303 whose duties include supporting the investigation of child abuse or sexual abuse, child abandonment, child neglect, and child exploitation or to provide services as part of a multidisciplinary case review team.

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, photographs, dates of birth and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.t., F.S.

(c) Clerks of the circuit court

a. Scope of exemption: Current clerks of the circuit court, deputy clerks, and clerk of the circuit court personnel

b. Information exempted: Home addresses, telephone numbers, dates of birth and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such officers and personnel; and the names and locations of schools and day care facilities attended by the children of such officers and personnel

d. Statutory reference: Section 119.071(4)(d)2.y., F.S.

(d) Code enforcement officers

a. Scope of exemption: Current or former code enforcement officers

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.i., F.S.

(e) County addiction facility personnel

a. Scope of exemption: Current or former directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility. The term "addiction treatment facility" means a county government, or agency thereof, that is licensed pursuant to s. 397.401, and provides substance abuse prevention, intervention, or clinical treatment, including any licensed service component described in s. 397.311(27), F.S.

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel, and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.s., F.S.

(f) County and city attorneys

a. Scope of exemption: Current county attorneys, assistant county attorneys, deputy county attorneys, city attorneys, assistant city attorneys, and deputy city attorneys. The exemption does not apply to a county attorney, assistant county attorney, deputy county attorney, city attorney, assistant city attorney, or deputy city attorney who qualifies as a candidate for election to public office.

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, photographs, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.w., F.S.

(g) County tax collectors

a. Scope of exemption: County tax collectors

b. Information exempted: Home addresses, telephone numbers, and dates of birth

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.n., F.S.

(h) Domestic violence advocates

a. Scope of exemption: Current or former staff and domestic violence advocates, as defined in s. 90.5036(1)(b), of domestic violence centers certified by the Department of Children and Families under chapter 39

b. Information exempted: Home addresses, telephone numbers, places of employment, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, places of employment, dates of birth, and photographs of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.u., F.S.

(i) Domestic violence and other specified crime victims

Please refer to the discussion on page 78.

(j) Emergency medical technicians or paramedics

a. Scope of exemption: Current or former emergency medical technicians or paramedics certified under Ch. 401, F.S.

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.q., F.S.

(k) Firefighters

a. Scope of exemption: Current or former firefighters certified in compliance with s. 633.408, F.S.

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, photographs, and places of employment of spouses and children of such firefighters; and the names and locations of the schools and day care facilities attended by the children of the firefighters

d. Statutory reference: Section 119.071(4)(d)2.d., F.S.

(l) Gaming control commissioners

a. Scope of exemption: Current and former commissioners of the Florida Gaming Control Commission

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, photographs, and places of employment of spouses and children of such commissioners; and the names and locations of the schools and day care facilities attended by the children of the commissioners

d. Statutory reference: Section 119.071(4)(d)2.x, F.S.

(m) Guardians ad litem

a. Scope of exemption: Current or former guardians ad litem, as defined in s. 39.01, F.S.

b. Information exempted: Home addresses, telephone numbers, dates of birth, places of employment, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such persons; and the names and locations of schools and day care facilities attended by the children of such persons

d. Statutory reference: Section 119.071(4)(d)2.j., F.S.

(n) Hospital employees

Please refer to the discussion on page 97.

(o) Human resource managers (local governments)

a. Scope of exemption: Current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers of any local

government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.h., F.S.

(p) Impaired practitioner consultants

a. Scope of exemption: Current or former impaired practitioner consultants retained by an agency or current or former employees of an impaired practitioner consultant whose duties result in a determination of a person's skill and safety to practice a licensed profession

b. Information exempted: Home addresses, telephone numbers dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such consultants or their employees; and the names and locations of schools and day care facilities attended by the children of such consultants or employees

d. Statutory reference: Section 119.071(4)(d)2.p., F.S.

(q) Inspectors general and internal auditors performing specified duties

a. Scope of exemption: Current or former personnel employed in an agency's office of inspector general or internal audit department whose duties include auditing or investigating waste, fraud, abuse, theft, exploitation, or other activities that could lead to criminal prosecution or administrative discipline

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.r., F.S.

(r) Investigators and inspectors of the Department of Agriculture and Consumer Services

a. Scope of exemption: Current or former investigators or inspectors of the Department of Agriculture and Consumer Services

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.v., F.S.

(s) Investigators and inspectors of the Department of Business and Professional Regulation

a. Scope of exemption: Current or former investigators or inspectors of the Department of Business and Professional Regulation

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.m., F.S.

(t) Investigators of the Department of Financial Services and Office of Financial Regulation with specified duties

a. Scope of exemption: Current or former nonsworn investigative personnel of the Department of Financial Services and Office of Financial Regulation whose duties include the investigation of fraud, theft, workers' compensation coverage requirements and compliance, other related criminal activities, or state regulatory requirement violations

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel.

d. Statutory reference: Section 119.071(4)(d)2.b., and c., F.S.

(u) Judges, magistrates, hearing officers, and judicial assistants (state)

I. Administrative law judges, magistrates, and child support hearing officers

a. Scope of exemption: General magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers

b. Information exempted: Home addresses, dates of birth, and telephone numbers

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.g., F.S.

II. Court justices and judges

a. Scope of exemption: Current or former Justices of the Supreme Court, district court of appeal judges, circuit court judges, and county court judges

b. Information exempted: Home addresses, dates of birth, and telephone numbers

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former justices and judges; and the names and locations of schools and day care facilities attended by the children of such justices and judges

d. Statutory reference: Section 119.071(4)(d)2.e., F.S.

III. Judicial assistants

a. Scope of exemption: Current judicial assistants, defined in s. 119.071(4)(d)1.b., to mean "a court employee assigned to the following class codes: 8140, 8150, 8310, and 8320"

b. Information exempted: Home addresses, dates of birth, and telephone numbers

c. Family information exempted: Names, home addresses, telephone numbers, dates of

birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.e., F.S.

(v) Juvenile Justice juvenile probation and detention officers and counselors

a. Scope of exemption: Current or former juvenile probation officers and supervisors, detention superintendents and assistant superintendents, juvenile justice detention officers and supervisors, juvenile justice residential officers and supervisors, juvenile justice counselors, supervisors, and administrators, human services counselor administrators, rehabilitation therapists and social services counselors of the Department of Juvenile Justice

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.k., F.S.

(w) Law enforcement and correctional personnel

a. Scope of exemption: Active or former sworn law enforcement personnel or active or former civilian personnel employed by a law enforcement agency, including correctional and correctional probation officers

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.a., F.S.

(x) Military personnel

a. Scope of exemption: Current or former "military personnel," which is defined to mean: persons employed by the US Department of Defense who are authorized to access information that is deemed "secret" or "top secret" by the Federal Government or who are servicemembers of a special operations force as defined in s. 943.10(22), F.S., if the individual submits to the agency having custody of such information a written request to exempt such information from public disclosure as well as a written statement that he or she has made reasonable efforts to protect such information from being accessible through other means available to the public.

b. Information exempted: Home addresses, telephone numbers, and dates of birth, and the telephone numbers of the personal communications devices of such personnel

c. Family information exempted: Home addresses, telephone numbers, dates of birth, and the telephone numbers of the personal communications devices of the spouses and dependents of such personnel, as well as the names and locations of schools attended by the spouses of such personnel and the schools or day care facilities attended by the dependents of such personnel

d. Statutory reference: Section 119.071(5)(k), F.S.

(y) Personnel of the Department of Health with specified duties

a. Scope of exemption: Current or former personnel of the Department of Health whose duties include, or result in, the determination or adjudication of eligibility for social security disability benefits, the investigation or prosecution of complaints filed against health care practitioners, or the inspection of health care practitioners or health care facilities licensed by the Department of Health

b. Information exempted: Homes addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.o., F.S. *See also* s. 119.071(4)(d)2.a., F.S. (child abuse or neglect investigators).

(z) Prosecutors and judges (federal)

a. Scope of exemption: Current or former United States attorneys, assistant United States attorneys, judges of the United States Courts of Appeal, United States district judges or United States magistrates if the individual submits to the agency having custody of such information a written request to exempt such information from public disclosure as well as a written statement that he or she has made reasonable efforts to protect such information from being accessible through other means available to the public

b. Information exempted: Home address, telephone number and photograph

c. Family information exempted: Home address, telephone number, photograph, and place of employment of the spouse or child; and the name and location of the school or day care facility attended by the child of such attorney, judge or magistrate

d. Statutory reference: Section 119.071(5)(i), F.S.

(aa) Prosecutors (state)

a. Scope of exemption: Current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.f., F.S.

(bb) Public defenders and other specified counsel

a. Scope of exemption: Current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.l., F.S.

(cc) Public guardians

a. Scope of exemption: Current or former public guardians and employees with fiduciary responsibility, as that term is defined in the exemption, who submit to the custodial agency a written request for maintenance of the exemption. The term "employee with fiduciary responsibility" means an employee of a public guardian who has the ability to direct any transactions of a ward's funds, assets, or property; who under the supervision of the guardian, manages the care of a ward; or who makes any health care decision, as defined in s. 765.101, on behalf of a ward

b. Information exempted: Home addresses, telephone numbers, and dates of birth. Photographs of former public guardians and employees with fiduciary responsibility are also exempt.

c. Family information exempted: Names, home addresses, telephone numbers, and dates of birth of the spouses and children of such persons who are not themselves current or former guardians with fiduciary responsibility, and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 744.21031(2), F.S.

(dd) Revenue collection and enforcement or child support enforcement

a. Scope of exemption: Active or former personnel of the Department of Revenue or local governments whose duties include revenue collection and enforcement or child support enforcement

b. Information exempted: Home addresses, telephone numbers, dates of birth, and photographs

c. Family information exempted: Names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel

d. Statutory reference: Section 119.071(4)(d)2.a., F.S.

Note: In AGO 96-57, the Attorney General's Office concluded that this exemption should be construed as including personnel whose duties include *both* revenue collection and enforcement, as opposed to those personnel whose duties include only revenue collection or only revenue enforcement.

(2) Authority to release protected information

The purpose of the s. 119.071(4)(d), F.S., exemption is to protect the safety of the enumerated individuals and their families by removing certain information relating to such individuals from the mandatory disclosure requirements of Ch. 119, F.S. AGO 10-37. *And see* AGOs 90-50 and 96-57. The statute makes these records exempt from mandatory disclosure requirements, not confidential; thus, an agency is not prohibited from disclosing the information in all circumstances. AGO 10-37.

However, in determining whether to disclose the information, the agency should consider the underlying purpose of the statute, *i.e.,* safety of the listed individuals and their families. AGO 90-50. *See also* AGO 08-24. *Cf.* AGO 90-50, noting that the exemption does not prohibit an agency from "access to, and maintaining information on, its employees, including their names and addresses."

In other words, a police department, in deciding whether to publicly release photographs of law enforcement personnel, should determine whether there is a statutory or substantial policy need for disclosure. AGO 07-21. In the absence of a statutory or other legal duty to be accomplished by disclosure, the agency should consider whether the release of such information is consistent with the purpose of the exemption afforded by s. 119.071(4)(d)2. *Id.* For example,

a posting of the names, I.D. numbers and photographs of police officers in the hallway of the police department for public display would appear to be counter to the purpose of the exemption. AGO 90-50.

Similarly, in AGO 08-24, the Attorney General's Office noted that the home addresses and other protected personal information of the spouses of law enforcement officers who are employed by the school board are exempt from disclosure under s. 119.071(4)(d)2., F.S., and therefore, the school board was not required to report such information to the certified bargaining representative. *And see Henderson v. Perez,* 835 So. 2d 390, 392 (Fla. 2d DCA 2003) (trial court order compelling sheriff to produce exempt home addresses and photographs of 10 active law enforcement officers in a civil lawsuit filed by Perez predicated on his arrest, quashed because "Perez has not shown that the photographs and home addresses of the law enforcement officers are essential to the prosecution of his suit").

By contrast, information from the city personnel files which reveals the home addresses of former law enforcement personnel may be disclosed to the State Attorney's office for the purpose of serving criminal witness subpoenas by mail pursuant to s. 48.031, F.S. Inf. Op. to Reese, April 25, 1989. Similarly, a police and firefighter pension board may release exempt employee information pursuant to a confidentiality agreement for use by a vendor that has contracted with the board to conduct cybersecurity testing of the board's electronic data storage systems. AGO 19-08.

A 2017 Attorney General Opinion advised that a property appraiser may disclose the address of an alleged violator of the local code when a code inspector or code enforcement board is attempting to provide notice regarding the violation as required by s. 162.06, F.S. AGO 17-05. The code inspector's statutory duty to notify an alleged code violator of a violation warrants use of an otherwise exempt address for the limited purpose of providing such notice and does not authorize further disclosure of the address. *Id. Cf.*, s. 119.071(4)(d)7., F.S.(2021), brought into the statutes by s. 3, Ch. 21-215, Laws of Florida, providing that exempt information "may be disclosed pursuant to s. 28.2221[relating to exempt information in the Official Records] to a title insurer authorized pursuant to s. 624.401 and its affiliates as defined in s. 624.10; a title insurance agent or title insurance agency as defined in s. 626.841(1) or (2), respectively; or an attorney duly admitted to practice law in this state and in good standing with The Florida Bar."

The s. 119.071(4)(d)2., F.S., exemption applies to public agencies, not private entities unless the private entity is acting on behalf of a public agency. Inf. Op. to Gomez, Nov. 3, 2008. *Cf.* s. 843.17, F.S., making it a misdemeanor to maliciously publish or disseminate, with intent to obstruct the due execution of the law or with the intent to intimidate, hinder, or interrupt any law enforcement officer in the legal performance of his or her duties, the residence address or telephone number of any law enforcement officer while designating the officer as such, without authorization of the agency which employs the officer. *But see Brayshaw v. City of Tallahassee,* Fla., 709 F. Supp. 2d 1244 (N.D. Fla. 2010), holding that s. 843.17, F.S., was unconstitutional on its face.

(3) Records held by agencies that are not the employer of the designated officers or employees

An agency that is the custodian of personal information specified in s. 119.071(4)(d)2., F.S., but is not the employer of the officer or employee, may maintain the exempt status of that information only if the officer or employee or the employing agency of the designated employee submits a written request for maintenance of the exemption to the custodial agency. Section 119.071(4)(d)3., F.S. *See* AGOs 97-67 (Official Records maintained by clerk of court), 04-18 (applying exemption when requested to petitions and campaign papers filed with supervisor of elections), and 04-20 (property appraiser). *And see* AGO 05-38 (request made to the property appraiser for an exemption from disclosure of personal information would follow the property appraiser's records when they are relayed to the clerk of courts carrying out duties for the Value Adjustment Board).

The request must be notarized and state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status. Section 119.071(4)(d)3., F.S.

The provisions of s. 119.071(4)(d), F.S., should not be read "to impose a burden on employers to know the past law enforcement employment status of employees who may work for them in other capacities." AGO 10-37. Thus, a former law enforcement officer from one municipality who is currently employed by another municipality in a non-law enforcement capacity must make a written request pursuant to s. 119.071(4)(d)3., F.S., that his or her personal information be maintained as exempt by the current employer. *Id.*

A request made pursuant to s. 119.071(4)(d)3., F.S., for maintenance of exempt information in court records or the official records must specify the document type, identification number, and page number of the court record or official record that contains the exempt information. Section 119.0714(2)(f) and (3)(f), F.S.

A covered officer or employee or other specified person may submit a written request for the release of his or her exempt information to the custodial agency. The written request must be notarized and must specify the information to be released and the party that is authorized to receive the information. Upon receipt of the written request, the custodial agency must release the specified information to the party authorized to receive such information. Section 119.071(4)(d)5., F.S. *And see* s. 119.071(4)(d)4., F.S., specifying duties of property appraisers and county tax collectors with respect to a request for maintenance of exempt status; s. 119.071(4)(d)8., F.S., providing that the exempt status of a home address contained in the Official Records is maintained only during the period when a protected party resides at the dwelling location; and s. 119.071(4)(d)9., F.S., providing procedures for a request for release of protected decedent's removed information.

(4) Application of exemption to:

(a) Telephone numbers of cellular telephones issued by agencies

Cellular telephone numbers of telephones provided by the agency to law enforcement officers and used in performing law enforcement duties are not exempt from disclosure. Inf. Op. to Laquidara, July 17, 2003. In 2012, the Legislature amended s. 119.071(4)(d), F.S., to define the term "telephone numbers" as used in the exemption to include "home telephone numbers, personal cellular telephone numbers, personal pager telephone numbers, and telephone numbers associated with personal communications devices." *See* s. 119.071(4)(d)1.c., F.S. As originally introduced, the 2012 legislation would have also included "telephone numbers associated with agency cellular telephones" within the definition of "telephone numbers." *See* HB 629, filed November 10, 2011. However, this proposed language was removed from the original bill during the legislative process.

(b) List of names of designated officers and employees

While s. 119.071(4)(d)2., F.S., exempts home addresses and other personal information of the designated public officers and employees, it does not exempt the *names* of these officers and employees from public disclosure (although typically the names of the *spouses and children* are exempt). *See, e.g.,* s. 119.071(4)(d)2.g., F.S. (names of spouses and children of code enforcement officers are exempt).

Accordingly, the Attorney General's Office advised that if the property appraiser maintains a list of the names of officers and employees who have requested the exemption of their home addresses as authorized by s. 119.071(4)(d)3., F.S., this list is not exempt. AGO 08-29. *Cf.* s. 119.071(4)(d)4.a., F.S. (2021), relating to removal of the name of the individual who has requested exempt status and the instrument number or Official Records information identifying the property from publicly available records maintained by the tax collector or property appraiser.

However, as noted elsewhere in this manual, an agency is not required to *create* or reformat records in order to comply with a request under Ch. 119; the duty of the public records custodian is to provide access to existing records. *See* the discussion in pages 169-170.

(c) Prior home addresses

Section 119.071(4)(d)2., F.S., applies only to the current home address or addresses (including a current vacation home address) of the designated individuals. AGO 10-37.

(d) Maps showing physical location of homes

A property appraiser is precluded from making technology available to the public that would enable a user to view a map on the Internet showing the physical location of a law enforcement officer's home, even though the map does not contain the actual home address of the officer, if the property appraiser has received a written exemption request from the officer. AGO 04-20. *See also* the definition of the term "home address" as defined in s. 119.071(4)(d)1.a., F.S.

(e) Home addresses of persons who are not the owner of the property

The exemption applies to the home addresses, telephone numbers, and other personal information relating to the specified individuals "without regard to whether or not they own the real property at which they reside." AGO 14-07.

(f) Booking photographs

Section 119.071(4)(d), F.S., exempts the photograph of a current or former law enforcement officer, whether held by the employing agency or by a nonemploying agency which has received a written request to maintain the exempt status of the record pursuant to s. 119.071(4)(d)3., F.S. Inf. Op. to Amunds, June 8, 2012. Thus, the agency should determine whether there is a statutory or substantial policy need for disclosure before releasing the booking photograph. *Id.* In the absence of a statutory or other legal duty to be accomplished by disclosure, an agency should consider whether the release of such information is consistent with the purpose of the exemption, *i.e.*, the safety of law enforcement officers and their families. *Id. See also* AGOs 90-50 and 07-21. *Cf.* AGO 94-90 (statute did not preclude release of booking photograph of deputy who was not an undercover officer whose identity would otherwise be protected by s. 119.071(4)(c), F.S.).

o. Medical information and health insurance participant information

(1) Medical information and medical claims records

Medical information pertaining to a prospective, current, or former officer or employee of an agency which, if disclosed, would identify that officer or employee is exempt from s. 119.07(1), F.S. Section 119.071(4)(b)1., F.S. Such information may be disclosed if the person or the person's legal representative provides written permission or pursuant to court order. *Id. See* AGO 98-17 (exemption "appears to extend to governmental employees the protection for personal medical records that is generally enjoyed by private sector employees"). *Cf. Delaurentos v. Peguero*, 47 So. 3d 879, 881 (Fla. 3d DCA 2010) (s. 119.071[4][b]1. F.S., "simply provides an exemption in the event that a citizen makes a public records request for medical records;" but does not "create a privilege which would insulate such records from discovery in litigation").

Public school system employee medical records, including psychiatric and psychological records, are confidential and exempt from s. 119.07(1), F.S. Section 1012.31(3)(a)5., F.S.

Every employer who provides or administers health insurance benefits or life insurance benefits to its employees shall maintain the confidentiality of information relating to the medical condition or status of any person covered by such insurance benefits. Such information is exempt from s. 119.07(1), F.S. Section 760.50(5), F.S.

Patient medical records and medical claims records of current or former employees and

eligible dependents enrolled in group insurance plans of specified governmental entities are confidential and exempt from s. 119.07(1), F.S.; such records shall not be furnished to any person other than the employee or the employee's legal representative, except as authorized in the subsection. Sections 110.123(10) (state employees), 112.08(7) (county or municipal employees), and 112.08(8) (water management district employees), F.S. *See* AGO 91-88, citing to *News-Press Company, Inc. v. Kaune,* 511 So. 2d 1023 (Fla. 2d DCA 1987), stating that the exemption applies broadly and is not limited solely to medical records filed in conjunction with an employee's participation in a group insurance plan; rather, the exemption applies to all medical records relating to employees enrolled in a group insurance plan. *And see* AGOs 01-33 (confidentiality of patient records at medical clinic owned and operated by city for the use and benefit of its employees); 94-78 (monthly printout of medical claims paid under city group health insurance plan that identifies the public employees who obtained medical services and the amounts of the claims, together with some account information, is exempt from public inspection), and 94-51 (agency "should be vigilant in its protection of the confidentiality provided by statute for medical records of [its] employees").

(2) Health insurance participant information

While "information relating to an insurance program participant's medical condition is protected from disclosure . . . there is no clear statement that such protection extends to the name, address, age, or other non-medical information of such participants." Inf. Op. to Dockery, November 10, 2008.

Subsequent to the issuance of this opinion, the Legislature enacted an exemption for personal identifying information *of a dependent child* of a current or former officer or employee of an agency, whose dependent child (as defined in s. 409.2554, F.S.) is insured by the agency's group insurance plan. Section 119.071(4)(b)2., F.S. However, while personal identifying information relating to the dependent child's participation in an agency's group insurance plan is now confidential, personal identifying information relating to the current or former officer's or employee's participation in such plan is subject to disclosure. *Cf.* s. 110.12301(3), F.S., providing confidentiality for records collected for purposes of dependent eligibility verification services conducted for the state group insurance program and held by the Department of Management Services.

p. Payroll deduction records

There is no general exemption from disclosure that applies to agency payroll deduction records. However, *public school system employee* payroll deduction records are confidential. Section 1012.31(3)(a)4., F.S. *See* AGO 09-11 (tax information [such as Federal Withholding Tax Deduction, FICA Tax Deduction and the Medicare Tax Deduction] of a public school system employee would appear to constitute payroll deduction records and would be confidential and exempt from disclosure pursuant to s. 1012.31[3][a]4., F.S.).

q. Retiree lists

The names and addresses of retirees are confidential and exempt from s. 119.07(1), F.S., to the extent that no state or local governmental agency may provide the names or addresses of such persons in aggregate, compiled or list form except to public agencies engaged in official business, to collective bargaining agents or to retiree organizations for official business use. Section 121.031(5), F.S. "Any person may view or copy any individual's retirement records at the Department of Management Services, one record at a time, or may obtain information by a separate written request for a named individual for which information is desired." *Id. Cf.* s. 121.4501(19), F.S. (personal identifying information of members in the investment plan contained in Florida Retirement System records held by the State Board of Administration or the Department of Management Services is exempt).

Section 121.021(60), F.S., defines the term "retiree" to mean "a former member of

the Florida Retirement System or an existing system who has terminated employment and is receiving benefit payments from the system in which he or she was a member." Accordingly, the s. 121.031(5) exemption does not apply to employees who are participants in the Deferred Retirement Option Program (DROP); DROP participants "are not retirees since they have not terminated their employment." *Palm Beach Newspapers, Inc. v. School Board of Palm Beach County,* No. 502007CA020000XXXXMB (Fla. 15th Cir. Ct. November 28, 2007), available online in the Cases database at the open government site at myfloridalegal.com.

r. Salary records

Salary and other information relating to compensation is subject to disclosure. *Lewis v. Schreiber,* No. 92-8005(03) (Fla. 17th Cir. Ct. June 12, 1992), *per curiam affirmed,* 611 So. 2d 531 (Fla. 4th DCA 1992), available online in the Cases database at the open government site at myfloridalegal.com. *Accord* AGOs 80-92 and 73-30.

s. Travel records

Travel vouchers are open to public inspection, after redaction of exempt material such as credit card account numbers (s. 119.071[5][b], F.S.) or social security numbers (ss. 119.071[4] a] and [5][a]F.S). *See Shevin v. Byron, Harless, Schaffer, Reid and Associates,* 379 So. 2d 633 (Fla. 1980). *See also* AGO 72-356 (travel itineraries and plane reservations for use of state aircraft are public records). *Cf. Executive Office of the Governor v. AHF MCO of Florida, Inc.*, 257 So. 3d 612 (Fla. 1st DCA 2019), finding that premature disclosure of prospective information relating to the Governor's detailed schedule and travel plans would reveal surveillance techniques, procedures, or personnel which are exempt pursuant to s. 119.071(2)(d), F.S. *See now* s. 943.68(10)(a), F.S. (records held by a law enforcement agency relating to security or transportation services provided to the Governor or other specified persons by the Department of Law Enforcement as provided in ss. 943.68(1)(5) or (6), F.S., are exempt from disclosure requirements).

t. Undercover personnel of criminal justice agencies

Please refer to the discussion of this topic on page 121.

19. Security system information and blueprints

a. Blueprints

Section 119.071(3)(b)1., F.S., exempts building plans, blueprints, schematic drawings, and diagrams which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency. Exempt information may be disclosed to another governmental entity, to a licensed professional performing work on the structure, or upon a showing of good cause to a court. Section 119.071(3)(b)3., F.S. Exempt documents may also be released in order to comply with competitive bidding requirements. AGO 02-74. However, the entities or persons receiving such information must maintain its exempt status. *Id. And see* 119.071(3)(e), F.S. (exemption for records which depict structural elements of 911, E911 or public safety radio communications system infrastructure, structures, or facilities owned and operated by an agency; and geographical maps indicating actual or proposed locations of such infrastructure, structures, or facilities).

Section 119.071(3)(c)1., F.S., exempts building plans, blueprints, schematic drawings and diagrams which depict the internal layout or structural elements of various attractions, retail, resort, office, health care facilities, and industrial complexes and developments when the records are held by an agency. The exemption afforded by this statute, however, does not apply to comprehensive plans or site plans, or amendments thereto, which are submitted for approval or which have been approved under local land development regulations, local zoning regulations, or development of regional impact review. Section 119.071(3)(c)3., F.S. *And see* s. 119.071(3)(d) (information relating to the National Public Safety Broadband Network deemed confidential if disclosure would reveal information set forth in the exemption)

b. Security system records

Section 119.071(3)(a), F.S., provides confidentiality for a security or firesafety plan for property owned or leased to the state or any of its political subdivisions. The term "security or firesafety plan" includes records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems. The term also includes threat assessments, threat response plans, emergency evacuation plans, sheltering arrangements, and security or firesafety manuals. *Cf. Marino v. University of Florida,* 107 So. 3d 1231 (Fla. 1st DCA 2013), in which the court rejected a university's contention that it could withhold the location of animal research facilities based on a determination that the nature of the public activities occurring at the facility subjects them to physical threats.

The exemption extends to such information concerning privately owned or leased property which is in the possession of an agency. *See* AGOs 01-75 and 93-86, and Inf. Op. to Sherman, July 2, 2018. *See also* ss. 331.22, F.S. (airport security plans); 311.13, F.S. (seaport security plans); and 1004.0962(2), F.S. (campus emergency response of postsecondary education institution). *Cf.* s. 943.68(10)(a), F.S. (records held by a law enforcement agency relating to security or transportation services provided by the Florida Department of Law Enforcement to certain persons under ss. 943.68(1), (5), or (6), F.S., are exempt from disclosure requirements).

Confidential information may be disclosed to the property owner or leaseholder; in furtherance of the official duties and responsibilities of the agency holding the information; to another local, state or federal agency in furtherance of that agency's official duties and responsibilities; or upon a showing of good cause before a court. Section 119.071(3)(a)3., F.S.

(1) Security system (alarm) permits and applications

Section 119.071(3)(a), F.S., prohibits public disclosure of the name and address of applicants for security system permits, of persons cited for violations of alarm ordinances, and of individuals who are the subject of law enforcement dispatch reports for verified or false alarms "because disclosure would imperil the safety of persons and property." *Critical Intervention Services, Inc. v. City of Clearwater,* 908 So. 2d 1195, 1197 (Fla. 2d DCA 2005). *Accord* AGO 04-28.

(2) Surveillance video recordings

The term "security or firesafety system plan" as used in s. 119.071(3)(a)1., F.S., includes "audio and visual presentations . . . relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems." Video footage captured by city bus cameras "directly relates to and reveals information about a security system" and thus was determined to be confidential and exempt from disclosure *Central Florida Regional Transportation Authority v. Post-Newsweek Stations, Orlando, Inc.*, 157 So. 3d 401 (Fla. 5th DCA 2015). The videos "reveal the capabilities—and as a corollary, the vulnerabilities" of the security system. *Id.* at 405. *And see* AGO 15-06, relying on *Central Florida Regional Transportation Authority*, and applying the exemption to surveillance tapes from a security system for a public transit authority building. *Cf. Gonzalez v. State*, 240 So. 3d 99 (Fla. 2d DCA 2018) (in the absence of an in camera inspection of the requested records [CDs] the circuit court could not conclude that the contents were exempt from disclosure nor could it determine whether redaction was possible); and *City of Miami v. Blanco*, 336 So. 3d 1268 (Fla. 3d DCA 2022) (trial court departed from essential requirements of law by failing to conduct in camera review before granting defendant's motion to compel and/or for a subpoena for video camera recordings taken at police station following his arrest; without an in camera inspection, the judge could not determine whether the video recordings fell within the security plan exemption).

Video footage from surveillance cameras at a high school "relates directly" to the security system at the school, including both its capabilities and its vulnerabilities, and thus is confidential and exempt from disclosure unless one of the exceptions to the exemption applies. *State Attorney's*

Office of the Seventeenth Judicial Circuit v. Cable News Network, Inc., 251 So. 3d 205 (Fla. 4th DCA 2018). As previously discussed on page 158, there are several exceptions to this confidentiality provision, including a court order issued upon a showing of good cause. In *State Attorney's Office*, the appellate court affirmed the trial judge's order mandating release of surveillance video from a school shooting where 17 students and staff were killed. The court found that the media had established good cause because the footage revealed the conduct of public servants in the discharge of their duties and also provided "insight" into the high school's security "net" that failed to protect the students and staff. *Id*. at 215.

By contrast, the First District overturned the trial court's determination that a news organization had shown good cause to obtain security footage from two correctional institutions. *Florida Department of Corrections v. Miami Herald Media Company*, 278 So. 3d 786 (Fla. 1st DCA 2019). At the hearing, the Miami Herald advised that it no longer needed the video recordings as they were no longer newsworthy. Nevertheless the court still found that the Herald had satisfied the statutory exception to confidentiality, noting the awards the journalist received for her reporting on prison issues, and that this fact, combined with the "extremely important right of freedom of the press" constituted good cause. The appellate court reversed, finding that the Herald "extinguished any claim to good cause when it unambiguously renounced its need for the video footage." 278 So. 3d at 790.

c. Cybersecurity

Section 119.01(2)(a), F.S., states that agencies "must provide reasonable public access to records electronically maintained and must ensure that exempt or confidential records are not disclosed except as otherwise permitted by law." *Cf.* AGO 19-08 (pension board authorized to release nonpublic personnel information pursuant to a confidentiality agreement with a vendor conducting cybersecurity testing of the board's electronic data storage systems).

Accordingly, an agency is not required to provide direct access to the agency's electronic records through a hard drive provided by a requester, but must otherwise allow inspection and copying of such records in a manner which will accommodate the request, but protect exempt or confidential materials from disclosure. AGO 13-07. *And see Rea v. Sansbury,* 504 So. 2d 1315, 1317-1318 (Fla. 4th DCA 1987), *review denied,* 513 So. 2d 1063 (Fla. 1987) (while county possesses statutory authority to facilitate inspection of public records by electronic means, this "does not mean that every means adopted by the county to facilitate the work of county employees *ipso facto* requires that the public be allowed to participate therein").

Section 119.0725(2), F.S., provides that the following information held by an agency is confidential: coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency; information relating to critical infrastructure; cybersecurity incident information reported pursuant to s. 282.318 or 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information or information technology resources. Key terms used in this exemption such as "information technology" and "incident" are defined in s. 119.0725(1), F.S. Section 119.0725(5)(a), F.S., specifies agencies authorized to receive confidential information.

There are other exemptions which address cybersecurity issues. For example, s. 282.318(4), F.S., requires state agencies, as defined in the statute, to conduct risk assessments, and internal audits, as well as to develop policies and procedures to address cybersecurity issues. This section also contains exemptions for records relating to these functions. *See* s. 282.318(4)(d), (e), and (g), and (5), F.S. *And see* s. 119.0713(5)(a), F.S. (records relating to security of information technology systems of local government owned or operated utilities); s. 627.352 (Citizens Property Insurance Corporation) and s. 1004.055(1), F.S. (state postsecondary education institutions). Secure login

credentials held by the Department of Highway Safety and Motor Vehicles are exempt, as are Internet protocol addresses, geolocation data, and other information from which a user accesses a public facing portal. Section 119.0712(2)(f), F.S. *And see* the discussion of the exemptions from the Sunshine Law for cybersecurity meetings found on pages 36-37.

d. School system security

Section 943.082(1), F.S., requires the Florida Department of Law Enforcement to acquire a mobile suspicious activity reporting tool that allows students and the community to relay information anonymously concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities to appropriate public safety agencies and school officials. The identity of the reporting party received through the reporting tool and held by the Department of Law Enforcement, Department of Education, law enforcement agencies, or school officials is confidential and exempt. Section 943.082(6), F.S. Any other information received through the reporting tool and held by the above agencies is exempt. *Id. And see* ss. 1004.0962(2), F.S. (campus emergency response held by a public postsecondary institution or specified agencies is exempt from disclosure); and 1004.055(1) (certain security incident information records held by state postsecondary education institution). *Cf.* s. 119.071(3)(a), F.S., providing an exemption for agency security system plans, discussed on pages 156-158.

Any information held by the Department of Law Enforcement, a law enforcement agency, a school district, or a charter school that would identify whether a person has been certified to serve as a school guardian is exempt. Section 30.15(6), F.S. Any information that would identify whether an individual has been appointed as a safe-school officer pursuant to s. 1006.12, F.S., held by a law enforcement agency, school district, or charter school is exempt. Section 1006.12(8), F.S. *See also* s. 1002.42(18)(c), F.S. (individuals assigned as a safe-school officer at a private school).

20. Social security numbers

Section 119.071(5)(a)5., F.S., states that social security numbers held by an agency are confidential and exempt from public disclosure requirements. *See Department of Health v. Rehabilitation Center at Hollywood Hills*, 259 So. 3d 979, 981 (Fla. 1st DCA 2018), noting the confidential status of social security numbers.

The exemption does not supersede any federal law prohibiting the release of social security numbers or any other applicable public records exemptions for such numbers. Section 119.071(5)(a)5., F.S. *See, e.g.,* s. 193.114(5), F.S. (social security number submitted on an application for a tax exemption is confidential); and s. 119.071(4)(a), F.S. (social security numbers of current and former employees held by the employing agency are confidential and exempt from disclosure). *And see* s. 119.0714, F.S., regarding confidentiality of social security numbers in court records and in the official records.

Section 119.071(5)(a)6., F.S, authorizes disclosure of social security numbers under certain conditions. In addition, s. 119.071(5)(a)7.b., F.S., states that an agency may not deny a commercial entity engaged in "commercial activity," as defined in the exemption, access to social security numbers, "provided the social security numbers will be used only in the performance of a commercial activity and provided the commercial entity makes a written request for the social security numbers." "Commercial activity" does not include the display or bulk sale of social security numbers to the public or the distribution of such numbers to any customer not identifiable by the commercial entity. Section 119.071(5)(a)7.a.(I), F.S. *See* Inf. Op. to Carland, January 12, 2012 (teacher union's access to social security numbers maintained by school district limited to those social security numbers which will be used to verify the accuracy of numbers which the union has already received in the normal course of business) and AGO 19-08 (pension board authorized to release social security numbers pursuant to a confidentiality agreement to a vendor conducting cybersecurity testing on the board's electronic data storage systems).

The written request must be verified as provided in Florida law and meet the other

requirements specified in the exemption. *See Florida Department of Education v. NYT Management Services, Inc.*, 895 So. 2d 1151 (Fla. 1st DCA 2005). *See also* AGO 10-06 (agency authorized to request additional information that is reasonably necessary to verify the identity of the commercial entity and the specific purposes for which the social security numbers will be used).

21. Telephone records

Records of telephone calls made from agency telephones are subject to disclosure in the absence of statutory exemption. *See Gillum v. Times Publishing Company,* No. 91-2689-CA (Fla. 6th Cir. Ct. July 10, 1991). *See also Media General Operation, Inc. v. Feeney,* 849 So. 2d 3, 6 (Fla. 1st DCA 2003), rejecting the argument that redaction of telephone numbers for calls made in the course of official business could be justified because disclosure could result in "unreasonable consequences" to the persons called. *Cf.* s. 119.071(5)(d), F.S. (all records supplied by a telecommunications company, as defined by s. 364.02, F.S., to an agency which contain the name, address, and telephone number of subscribers are confidential and exempt). *And see* Inf. to Michelson, January 27, 1992 (cellular telephone company which provided city with statements reflecting amount of usage of cell phones by city staff rather than listing individual calls, did not appear to be an "agency" for purposes of Ch. 119, F.S., making company's records of individual calls subject to disclosure).

In *Bill of Rights, Inc. v. City of New Smyrna Beach,* No. 2009-20218-CINS (Fla. 7th Cir. Ct. April 8, 2010), available online in the Cases database at the open government site at myfloridalegal.com, the court stated that "as a matter of law, . . . billing documents regarding personal calls made and received by city employees on city-owned or city-leased cellular telephones are public records, when those documents are received and maintained in connection with the transaction of official business; and, the 'official business' of a city includes paying for telephone service and obtaining reimbursement from employees for personal calls." *Compare Media General Operation, Inc. v. Feeney, supra,* in which the court held that under the circumstances of that case (involving access to records of cellular phone service provided by a political party for legislative employees), records of personal or private calls of the employees fell outside the definition of public records.

Additionally, in responding to a question from a police department regarding the provisions of Ch. 934, F.S., (interception of wire and oral communications), the Attorney General's Office advised that recordings of telephone conversations made by the police department in the usual course of business would be public records subject to the inspection, copying, and retention requirements of Ch. 119, F.S. AGO 12-07. "Any such public records would likewise be subject to the exemption and confidentiality provisions of the Public Records Law." *Id. And see Morris Publishing Group, LLC v. State,* 154 So. 3d 528, 532 (Fla. 1st DCA 2015), *review denied,* 163 So. 3d 512 (Fla. 2015) ("No one disputes" that phone recordings of telephone calls made by the defendant while incarcerated and provided in criminal discovery were public records). *Compare Bent v. State,* 46 So. 3d 1047 (Fla. 4th DCA 2010) (recordings of personal telephone calls between minors in jail awaiting trial and third parties made by sheriff's office are not public records when contents of the phone calls do not involve criminal activity or a security breach).

22. Trade secrets and proprietary confidential business information

a. Trade secrets

Prior to the adoption of s. 119.0715, F.S., "documents submitted by a private party which constitute trade secrets as defined in s. 812.081," F.S., and which were stamped as confidential at the time of submission to an agency by a private party, were found to be not subject to public access. *Sepro Corporation v. Florida Department of Environmental Protection*, 839 So. 2d 781, 784(Fla. 1st DCA 2003), r*eview denied sub nom., Crist v. Florida Department of Environmental Protection*, 911 So. 2d 792 (Fla. 2005). *And see Seta Corporation of Boca, Inc. v. Office of the Attorney General*, 756 So. 2d 1093 (Fla. 4th DCA 2000).

Section 119.0715(2), F.S., now expressly provides that a "trade secret held by an agency" is confidential and exempt from disclosure. An agency may disclose a trade secret to an officer or employee of another agency or government entity whose use of the trade secret is within the scope of his or her lawful duties and responsibilities. Section 119.0715(3), F.S.

The term "trade secret" has the same meaning as in s. 688.002, F.S. Section 119.0715(1), F.S. Section 688.002(4), F.S., defines "trade secret" to mean information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The trial court's conclusion as to whether specific information constitutes a trade secret "rests on factual determinations that are assailable on appeal only if unsupported by competent, substantial evidence." *Sepro*, 839 So. 2d at 785. *Cf. Managed Care of North America, Inc. v. Florida Healthy Kids Corporation*, at 286 So. 3d at 859 (appellate court's role is to strictly construe the statutory definition of trade secret, and determine if competent, substantial evidence exists to support the factual findings of the trial court; the trial court's interpretation of a statute and its application of the law to facts are subject to de novo review); *Office of Insurance Regulation v. State Farm Florida Insurance Company*, 213 So. 3d 1104 (Fla. 1st DCA 2017) (trial court's conclusion that insurance policy statistics submitted to the Office of Insurance Regulation had "independent economic value" within the meaning of the statutory definition of trade secret in s. 688.002(4), F.S., was supported by competent, substantial evidence). *Cf. Surterra Florida, LLC v. Florida Department of Health*, 223 So. 3d 376 (Fla. 1st DCA 2017) (affirming trial court's finding that identities of investors and partners listed in applications to dispense medical cannabis were not trade secrets because the applicants "did not prove" that this information constituted a trade secret). *And see Barfield v. Florida Department of Health*, No. 2015 CA 003014 (Fla. 2d Cir. Ct. October 27, 2017), available online in the Cases database at the open government site at myfloridalegal.com (identity of consultants and related information contained in application to dispense medical cannabis qualified as a trade secret).

Similarly, the Fourth District upheld the trial court's determination, after an in camera inspection, that the aggregate number of airport pick-ups by a transportation service company and the sums of money paid to the county pursuant to a license agreement between the company and the county did not constitute trade secret information. *Rasier-DC, LLC v. B & L Service, Inc.*, 237 So. 3d 374 (Fla. 4th DCA 2018). The court also found that a provision in the agreement requiring that the county maintain the confidentiality of the company's trade secret information and assert the exempt status in response to a public records request could not transform the information into a confidential record, citing to *National Collegiate Athletic Association v. Associated Press*, 18 So. 3d 1201, 1208 (Fla. 1st DCA 2009). *And see James, Hoyer, Newcomer, Smiljanich, & Yanchunis, P.A., v. Rodale, Inc.*, 41 So. 3d 386, 389 (Fla. 1st DCA 2010), rejecting a company's claim that information in customer complaints and company responses were trade secrets; noting that such information "is not secret and is not [the company's] to control;"*Allstate Floridian Ins. Co. v. Office of Ins. Regulation,* 981 So. 2d 617 (Fla. 1st DCA 2008), *review denied*, 987 So. 2d 79 (Fla. 2008) (to the extent Allstate believed any documents sought by the Office of Insurance Regulation were privileged as trade secrets, Allstate was required to timely seek a protective order in circuit court). *Cf.* Inf. Op. to Brown, March 11, 2016 (if an agency has received material that the sender has identified as "trade secret" and the material does not appear to meet the statutory definition of trade secret, the agency should advise the sender "that it has a received a public request and will release the records and allow the sender to seek a protective order for those materials")

In addition to the general trade secret exemption in s. 119.0715, there are also specific trade secret exemptions. *See, e.g.*, s. 570.544(8), F.S. (records of the Division of Consumer

Services of the Department of Agriculture and Consumer Services are public records; however, customer lists, customer names, and trade secrets are confidential and exempt). More information about these exemptions may be found in the summaries located in Appendix D.

b. Proprietary confidential business information

While there is no generic exemption for information claimed to be "proprietary confidential business information," the Legislature has created a number of exemptions from Ch. 119, F.S., for proprietary confidential business information held by certain agencies. The term is generally defined by the statute creating the exemption and frequently includes trade secrets. *See, e.g.,* s. 288.075, F.S. (economic development agency); s. 288.9626, F.S. (Florida Opportunity Fund); and ss. 364.183, 366.093, 367.156, and 368.108, F.S. (Public Service Commission). *Cf. Florida Power & Light Company v. Public Service Commission,* 31 So. 3d 860 (Fla. 1st DCA 2010) (listed categories of proprietary confidential business information in s. 366.093, F.S., as exempt are not exhaustive; information relating to employees' compensation warranted confidential classification as it would have impaired utility's competitive interests). *Compare Southern Bell Telephone and Telegraph Company v. Beard,* 597 So. 2d 873, 876 (Fla. 1st DCA 1992) (Public Service Commission's determination that statutory exemption for proprietary confidential business information should be narrowly construed and did not apply to company's internal self-analysis was "consistent with the liberal construction afforded the Public Records Act in favor of open government"). *And see* AGO 08-14 (lease payment amount made by a private company to the city does not constitute "proprietary confidential business information").

D. PROVIDING PUBLIC RECORDS

1. Validity of agency conditions on access

Section 119.07(1)(a), F.S., establishes a right of access to public records in plain and unequivocal terms:

> Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records.

The term "reasonable conditions" as used in s. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of records to protect them from alteration, damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & Light Company,* 372 So. 2d 420, 425 (Fla. 1979). *See also Chandler v. City of Greenacres,* 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"); and *Tribune Company v. Cannella,* 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom., DePerte v. Tribune Company,* 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. Inf. Op. to Cook, May 27, 2011. *And see State v. Webb,* 786 So. 2d 602 (Fla. 1st DCA 2001) (requirement that persons with custody of public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

The Public Records Act "embodies important public policy" and "is designed to provide citizens with a simple and expeditious method of accessing public records." *Orange County v. Hewlings,* 152 So. 3d 812, 817 (Fla. 5th DCA 2014). Thus, an agency violated the Act when

instead of complying with Hewlings' "simple request" for records, it "chose to interpose the additional bureaucratic hurdles of forcing her to come to its offices, comb through the records, mark the records in a certain manner, wait for a written estimate of costs, then, after paying the costs, wait again for the records to be mailed to her." *Id.*

The custodian "is at all times responsible for the custody of the [public] records but when a citizen applies to inspect or make copies of them it is his duty to make provision for this to be done in such a manner as will accommodate the applicant and at the same time safeguard the records." *Fuller v. State ex rel. O'Donnell,* 17 So. 2d 607 (Fla. 1944). Thus, the right of inspection may not be frustrated or circumvented through indirect means such as the use of a code book. *State ex rel. Davidson v. Couch,* 158 So. 103, 105 (Fla. 1934) (right of inspection was "hindered and obstructed" by city "imposing conditions to the right of examination which were not reasonable nor permissible under the law"). *Accord* AGO 05-12 (city may not require the use of a code to review e-mail correspondence of city's police department and human resources department). *And see* Inf. Op. to Cook, May 27, 2011, noting that "[a] policy requiring a physical address for mailing copies of requested public records or the personal appearance of the requestor would not appear to relate to the custodian's duty to protect public records from alteration or destruction, but to impose additional constraints on the requestor." *Compare Siegmeister v. Johnson*, 240 So. 3d 70 (Fla. 1st DCA 2018) (state attorney did not violate the Public Records Act by making requested records available for inspection and copying at the main office of the state attorney, rather than at a branch office closer to the requester's home, because the Public Records Act "does not require government officials to move records from where they are being maintained to a different place convenient to the requester").

Moreover, any local enactment or policy which purports to dictate additional conditions or restrictions on access to public records is of dubious validity since the legislative scheme of the Public Records Act has preempted any local regulation of this subject. *Tribune Company v. Cannella, supra* at 1077. A policy of a governmental agency cannot exempt it from the application of Ch. 119, F.S., a general law. *Douglas v. Michel,* 410 So. 2d 936, 938 (Fla. 5th DCA 1982), *questions answered and approved,* 464 So. 2d 545 (Fla. 1985). *And see* AGO 90-04 (county official not authorized to assign county's rights to a public record as part of a settlement agreement compromising a lawsuit against the county). *Cf. Herbits v. City of Miami*, 207 So. 3d 274, 275 (Fla. 3d DCA 2016) (claim based on alleged concealment of information in violation of transparency mandates established in local enactments is preempted by the Florida Public Records Act, because the "Florida Legislature has so pervasively legislated regarding this subject area that a local government is precluded from legislating in the same area.").

2. Individuals authorized to inspect and receive copies of public records

Section 119.01, F.S., provides that "[i]t is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by *any person.*" (e.s.) A state citizenship requirement was deleted from the law in 1975. A public employee is a person within the meaning of Ch. 119, F.S. and, as such, possesses the same right of inspection as any other person. AGO 75-175. Likewise, a county is "any person" who is allowed to seek public records under Ch. 119, F.S. *Hillsborough County, Florida v. Buccaneers Stadium Limited Partnership,* No. 99-0321 (Fla. 13th Cir. Ct. February 5, 1999), *affirmed per curiam*, 758 So. 2d 676 (Fla. 2d DCA 2000), available online in the Cases database at the open government site at myfloridalegal.com.

Thus, "the law provides any member of the public access to public records, whether he or she be the most outstanding civic citizen or the most heinous criminal." *Church of Scientology Flag Service Org., Inc. v. Wood,* No. 97-688CI-07 (Fla. 6th Cir. Ct. February 27, 1997), available online in the Cases database at the open government site at myfloridalegal.com. "[A]s long as the citizens of this state desire and insist upon 'open government' and liberal public records disclosure, as a cost of that freedom public officials have to put up with demanding citizens even when they are obnoxious as long as they violate no laws." *State v. Colby,* No. MM96-317A-XX (Fla. Highlands Co. Ct. May 23, 1996), available online in the Cases database at the open

government site at myfloridalegal.com.

"Even though a public agency may believe that a person or group are fanatics, harassers or are extremely annoying, the public records are available to all of the citizens of the State of Florida." *Salvadore v. City of Stuart,* No. 91-812 CA (Fla. 19th Cir. Ct. December 17, 1991), available online in the Cases database at the open government site at myfloridalegal.com. *And see Curry v. State,* 811 So. 2d 736, 741 (Fla. 4th DCA 2002) (defendant's conduct in making over 40 public records requests concerning victim constituted a "legitimate purpose," and thus cannot violate the stalking law "because the right to obtain the records is established by statute and acknowledged in the state constitution"). *Cf. James v. Loxahatchee Groves Water Control District,* 820 So. 2d 988 (Fla. 4th DCA 2002), concluding that a trial court erred when it failed to hold a hearing before denying a request to require a district to permit inspection at the district offices, rather than at an off-premises location. The agency argued that it would be "disruptive" to require that the records inspection be conducted at its offices. *Id.* However, the appeals court ruled that a hearing should have been held to determine whether the requester, who was in litigation with the district, should be allowed to view the records at the district offices, and if so, under what conditions. *Id.*

3. Purpose of request

The requester is not required to explain the purpose or reason for a public records request. "The motivation of the person seeking the records does not impact the person's right to see them under the Public Records Act." *Curry v. State,* 811 So. 2d 736, 742 (Fla. 4th DCA 2002). *See also Barfield v. School Board of Manatee County,* 135 So. 3d 560, 562 (Fla. 2d DCA 2014) ("An individual's reason for requesting a public record is irrelevant"); *Timoney v. City of Miami Civilian Investigative Panel,* 917 So. 2d 885, 886n.3 (Fla. 3d DCA 2005) ("generally, a person's motive in seeking access to public records is irrelevant"); *Staton v. McMillan,* 597 So. 2d 940, 941 (Fla. 1st DCA 1992), *review dismissed sub nom., Staton v. Austin,* 605 So. 2d 1266 (Fla. 1992) (petitioner's reasons for seeking access to public records "are immaterial"); *Lorei v. Smith*, 464 So. 2d 1330, 1332 (Fla. 2d DCA 1985), *review denied,* 475 So. 2d 695 (Fla. 1985) (legislative objective underlying the creation of Ch. 119 was to insure to the people of Florida the right freely to gain access to governmental records; the purpose of such inquiry is immaterial); and *News-Press Publishing Company, Inc. v. Gadd,* 388 So. 2d 276, 278 (Fla. 2d DCA 1980) ("the newspaper's motives [for seeking the documents], as well as the hospital's financial harm and public harm defenses, are irrelevant in an action to compel compliance with the Public Records Act"). *Cf. Town of Gulf Stream v. O'Boyle,* 654 F. App'x 439 (11th Cir. 2016) (alleged filing of large numbers of frivolous public records requests which are then followed by lawsuits when the requests are not addressed does not constitute a predicate act under the Racketeer Influenced Corrupt Organizations Act), and *DeMartini v. Town of Gulf Stream*, 942 F.3d 1277, 1289 (11th Cir. 2019) ("In short, a citizen's public records requests and lawsuits against the government can clearly constitute protected First Amendment activity").

Thus, an agency is not authorized to impose conditions or limit access to public records based on a suspicion that the request may be for an improper purpose. Inf. Op. to Cook, May 27, 2011. However, as noted in that opinion, Florida Statutes impose criminal penalties for the unauthorized use of personal identification information for fraudulent or harassment purposes and for the criminal use of a public record or public records information. *See* ss. 817.568 and 817.569, F.S.

Similarly, "the fact that a person seeking access to public records wishes to use them in a commercial enterprise does not alter his or her rights under Florida's public records law." *Microdecisions, Inc. v. Skinner,* 889 So. 2d 871, 875 (Fla. 2d DCA 2004), *review denied,* 902 So. 2d 791 (Fla. 2005), *cert. denied,* 126 S.Ct. 746 (2005). *See also State ex rel. Davis v. McMillan,* 38 So. 666 (Fla. 1905) (abstract companies may copy documents from the clerk's office for their own use and sell copies to the public for a profit); *Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc.,* 718 So. 2d 227, 228n.2 (Fla. 3d DCA 1998), *review denied,* 729 So. 2d

389 (Fla. 1999) ("Booksmart's reason for wanting to view and copy the documents is irrelevant to the issue of whether the documents are public records").

4. Role of the records custodian

Section 119.011(5), F.S., defines the term "custodian of public records" to mean "the elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee."

The custodian of public records, or a person having custody of public records, may designate another officer or employee of the agency to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy public records. Section 119.07(1)(b), F.S. *And see* s. 119.0701(2), F.S. (discussed more fully on page 65) requiring that certain agency contracts for public services must contain contact information pertaining to the agency's custodian of public records.

However, the courts have concluded that the statutory reference to the records custodian does not alter the "duty of disclosure" imposed by s. 119.07(1), F.S., upon "*[e]very person* who has custody of a public record." *Puls v. City of Port St. Lucie,* 678 So. 2d 514 (Fla. 4th DCA 1996). [Emphasis supplied by the court]. Thus, the term "custodian" for purposes of the Public Records Act refers to all agency personnel who have it within their power to release or communicate public records. *Mintus v. City of West Palm Beach,* 711 So. 2d 1359 (Fla. 4th DCA 1998) (citing *Williams v. City of Minneola,* 575 So. 2d 683, 687 [Fla. 5th DCA 1991]). But, "the mere fact that an employee of a public agency temporarily possesses a document does not necessarily mean that the person has custody as defined by section 119.07." *Id.* at 1361. In order to have custody, one must have supervision and control over the document or have legal responsibility for its care, keeping or guardianship. *Id.*

In *Siegmeister v. Johnson*, 240 So. 3d 70 (Fla. 1st DCA 2018), the court rejected the requester's claim that he was entitled to view the records at the office of an assistant state attorney in Lake City when office policy required that the records be sent to the state attorney's main office in Live Oak to be reviewed for exemptions. The court reasoned that the assistant state attorney "couldn't have, for instance simply handed over the records on the spot" when the requester asked for them in Lake City because both the "[Public Records] Act and office policy" required that the records "be reviewed for exempt information by the public records custodian (who was also responsible for supervising the record inspection and copying process)" as provided in s. 119.07(1)(a), F.S. *Id*. at 74

The custodian of public records and his or her designee must acknowledge requests to inspect or copy records promptly and respond to such requests in good faith. Section 119.07(1)(c), F.S. *See Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120, 128 (Fla. 2016), noting that the "good faith language" was intended "to strengthen the responsibilities of records custodians by imposing an explicit requirement on public agencies that they act in good faith in responding to public records requests."

A good faith response includes making reasonable efforts to determine from other officers or employees within the agency whether such a record exists and, if so, the location at which the record can be accessed. *Id. Cf. SDE Media LLC v. City of Doral*, 25 F.L.W. Supp 243a (Fla. 11th Cir. Ct. May 5, 2017) in which the circuit judge found that the city had violated the Public Records Law by "misrepresenting to SDE Media LLC that all responsive records had been located and produced when, in fact, [the city] knew that a good faith search had not been made and that additional responsive records may not have been produced". *And see Raydient LLC v. Nassau County, Florida*, No. 2019-CA-000054 (Fla. 4th Cir. Ct. August 24, 2021), available online in the Cases database at the open government site at myfloridalegal.com ("If public agency employees and officials transact public business on their privately-owned accounts or devices, then the agency has an affirmative duty in response to public records requests to do what is reasonably

necessary to promptly retrieve any public documents from those employees or officials").

The duty of "good faith" imposed on public officers who are charged with the responsibility of complying with the law is "subjective." *Consumer Rights, LLC v. Union County,* 159 So. 3d 882, 885 (Fla. 1st DCA 2015), *review denied,* 177 So. 3d 1264 (Fla. 2015). "Whether a governmental entity acted in 'good faith' in the manner in which it responded to a request for disclosure of public records is necessarily a question for the court to decide based on the circumstances of a case." *Id. Cf. Jackson v. City of South Bay,* 358 So. 3d 18 (Fla. 4th DCA 2023), noting that the Sunshine Law, "unlike the Public Records Act, does not have a good faith exception."

Sections 119.12(1)(b) and (2), F.S mandate that the complainant in a public records lawsuit must provide written notice identifying the public records request to the custodian of public records at least 5 business days prior to filing a civil action. However, the notice is not required if the agency fails to prominently post the contact information for the custodian in the manner prescribed in the statute. *Cf. City of St. Petersburg v. Dorchester Holdings, LLC*, 331 So. 3d 799, n.2 (Fla. 2d DCA 2021), in which the court noted that "[a]lthough there appears to be no prohibition against using the [Public Records]Act as a discovery device, thereby circumventing the rules of procedure regarding discovery, this does not provide an attorney who represents a party in pending litigation with carte blanche to directly contact a represented opposing party. *See* R. Regulating Fla. Bar 4-42; Fla. Bar Ethics Opinion 09-1 (concluding that a lawyer may not communicate with government officers, directors, or employees who are directly involved or whose acts can be imputed to the government entity in a represented matter)." Questions relating to the application of the Rules of Professional Conduct should be addressed to The Florida Bar.

5. Requests for copies versus requests to inspect public records

"It is the policy of this state that all state, county, and municipal records are open for personal inspection and *copying* by any person." (e.s.) Section 119.01(1), F.S. In addition, s. 119.07(1)(a), F.S., provides that "[e]very person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so . . . ." Finally, s. 119.07(4), F.S., requires the custodian to "furnish a copy or a certified copy of the record upon payment of the fee prescribed by law . . . ." *And see Fuller v. State ex rel. O'Donnell,* 17 So. 2d 607 (Fla. 1944) ("The best-reasoned authority in this country holds that the right to inspect public records carries with it the right to make copies"); and *Schwartzman v. Merritt Island Volunteer Fire Department,* 352 So. 2d 1230, 1232n.2 (Fla. 4th DCA 1977) (Public Records Act requires custodian to furnish copies). *Cf. Wootton v. Cook,* 590 So. 2d 1039, 1040 (Fla. 1st DCA 1991) (if the requestor identifies a record with sufficient specificity to permit the agency to identify it and forwards the appropriate fee, the agency must furnish by mail a copy of the record).

6. Records maintained by more than one agency

The fact that a particular record is also maintained by another agency does not relieve the custodian of the obligation to permit inspection and copying in the absence of an applicable statutory exemption. AGO 86-69. If information contained in the public record is available from other sources, a person seeking access to the record is not required to make an unsuccessful attempt to obtain the information from those sources as a condition precedent to gaining access to the public records. *Warden v. Bennett,* 340 So. 2d 977, 979 (Fla. 2d DCA 1976).

7. Records not in physical possession of agency

An agency is not authorized to refuse to allow inspection of public records it made or received in the course of official business on the grounds that the documents are in the actual possession of another agency or official other than the records custodian. *See Wallace v. Guzman,* 687 So. 2d 1351 (Fla. 3d DCA 1997) (public records cannot be hidden from the public by transferring physical custody of the records to the agency's attorneys); *Tober v. Sanchez*, 417 So. 2d 1053 (Fla. 3d DCA 1982), *review denied sub nom., Metropolitan Dade County Transit Agency v. Sanchez,* 426 So. 2d 27 (Fla. 1983) (official charged with maintenance of records may not transfer actual physical custody of records to county attorney and thereby avoid compliance with request

for inspection under Ch. 119, F.S.); and AGO 92-78 (public housing authority not authorized to withhold its records from disclosure on the grounds that the records have been subpoenaed by the state attorney and transferred to that office). "Given the aggressive nature of the public's right to inspect and duplicate public records, a governmental agency may not avoid a public records request by transferring custody of its records to another agency." *Chandler v. City of Sanford,* 121 So. 3d 657, 660 (Fla. 5th DCA 2013).

Thus, in *Barfield v. Florida Department of Law Enforcement,* No. 93-1701 (Fla. 2d Cir. Ct. May 19, 1994), available online in the Cases database at the open government site at myfloridalegal.com, the court held that an agency that received records from a private entity in the course of official business and did not make copies of the documents could not "return" them to the entity following receipt of a public records request. The court ordered the agency to demand the return of the records from the private entity so they could be copied for the requestor.

Similarly, in *Times Publishing Company v. City of St. Petersburg,* 558 So. 2d 487, 492-493 (Fla. 2d DCA 1990), the court found that both the city and a private entity violated the Public Records Act when, pursuant to a plan to circumvent Ch. 119, F.S., the city avoided taking possession of negotiation documents reviewed and discussed by both parties and instead left them with the private entity's attorney. The court determined that although city officials may have intended merely to "avoid" the law, the effect of their actions was to "evade the broad policy of open government." *And see Wisner v. City of Tampa Police Department,* 601 So. 2d 296, 298 (Fla. 2d DCA 1992) (city may not allow a private entity to maintain physical custody of public records [polygraph chart used in internal investigation] "to circumvent the public records chapter"); and *National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201 (Fla. 1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010) (records on private entity's secure website that were viewed and used by a state university in carrying out its official duties were public records even though the university did not take physical possession); and AGO 98-54 (registration and disciplinary records stored in a computer database maintained by a national securities association which are used by a state agency in licensing and regulating securities dealers doing business in Florida are public records).

8. "Overbroad" public records requests

In *Lorei v. Smith*, 464 So. 2d 1330, 1332 (Fla. 2d DCA 1985), *review denied,* 475 So. 2d 695 (Fla. 1985), the court recognized that the "breadth of such right [to gain access to public records] is virtually unfettered, save for the statutory exemptions . . . ." Accordingly, in the absence of a statutory exemption, a custodian must produce the records requested regardless of the number of records involved or possible inconvenience. Note, however, s. 119.07(4)(d), F.S., authorizes a custodian to charge, in addition to the cost of duplication, a reasonable service charge for the cost of the extensive use of information technology resources or of personnel, if such extensive use is required because of the nature or volume of public records to be inspected or copied. *See* AGO 92-38.

Thus, a person seeking to inspect "all" financial records of a municipality may not be required to specify a particular book or record he or she wishes to inspect. *State ex rel. Davidson v. Couch,* 156 So. 297, 300 (Fla. 1934). In *Davidson*, the Florida Supreme Court explained that if this were the case, "one person may be required to specify the book, while another and more favored one, because of his pretended ignorance of the name of the record might be permitted examination of all of them." *Id.* Such a result would be inconsistent with the mandate in the Public Records Act that public records are open to all who wish to inspect them. *Id.* However, "a public records request must be specific enough for the records custodian to perform the requested action." *Doe v. DeSantis*, 49 F.L.W. D1260a (Fla. 1st DCA June 12, 2024). Accordingly, the court dismissed a petition for mandamus relief which sought a list of names that the Governor referenced in a particular interview. The court noted that fulfilling the request would require the records custodian to consult with the Governor to determine exactly who he was referencing in this interview; and that this was "akin to an interrogatory seeking information, not a request to produce public records." *And see*

Woodard v. State, 885 So. 2d 444, 446 (Fla. 4th DCA 2004) (records custodian must furnish copies of records when the person requesting them them *identifies the portions of the record with sufficient specificity to permit the custodian to identify the record* and forwards the statutory fee). (e.s).

9. Written request or form requirements

Chapter 119, F.S., does not authorize an agency to require that requests for records be in writing. *See Dade Aviation Consultants v. Knight Ridder, Inc.,* 800 So. 2d 302, 305n.1 (Fla. 3d DCA 2001) ("There is no requirement in the Public Records Act that requests for records must be in writing"). As noted in AGO 80-57, a custodian must honor a request for copies of records which is sufficient to identify the records desired, whether the request is in writing, over the telephone, or in person, provided that the required fees are paid. "In sum, the city could not properly condition disclosure of the public records, to the then-anonymous requester on filling out the city's form . . . ." *Chandler v. City of Greenacres,* 140 So. 3d 1080, 1085 (Fla. 4th DCA 2014).

If a public agency believes that it is necessary to provide written documentation of a request for public records, the agency may require that the *custodian* complete an appropriate form or document; however, the person requesting the records cannot be required to provide such documentation as a precondition to the granting of the request to inspect or copy public records. *See Sullivan v. City of New Port Richey,* No. 86-1129CA (Fla. 6th Cir. Ct. May 22, 1987), *per curiam affirmed,* 529 So. 2d 1124 (Fla. 2d DCA 1988), noting that a requester's failure to complete a city form required for access to documents did not authorize the custodian to refuse to honor the request to inspect or copy public records.

However, a request for records of the judicial branch (which is not subject to Ch. 119, F.S., *see Times Publishing Company v. Ake,* 660 So. 2d 255 [Fla. 1995]), must be in writing. Rule 2.420(m)(1), Fla. R. Gen. Prac. & Jud. Admin. In its commentary accompanying the rule change that incorporated this requirement, the Court said that the "writing requirement is not intended to disadvantage any person who may have difficulty writing a request; if any difficulty exists, the custodian should aid the requestor in reducing the request to writing." *In re Report of the Supreme Court Workgroup on Public Records,* 825 So. 2d 889, 898 (Fla. 2002).

10. Identification of requester

A person requesting access to or copies of public records may not be required to disclose his or her name, address, telephone number or the like to the custodian, unless the custodian is required by law to obtain this information prior to releasing the records. AGOs 92-38 and 91-76. *Accord* Inf. Op. to Cook, May 27, 2011. *See also Bevan v. Wanicka,* 505 So. 2d 1116 (Fla. 2d DCA 1987) (production of public records may not be conditioned upon a requirement that the person seeking inspection disclose background information about himself or herself). *Cf.* s. 1012.31(2)(f), F.S., providing that the custodian of *public school employee* personnel files shall maintain a record in the file of those persons reviewing an employee personnel file each time it is reviewed.

Thus, a city may not require an anonymous requester who made a public records request via e-mail to provide an "address or other identifiable source for payment of the associated costs." *Chandler v. City of Greenacres,* 140 So. 3d 1080, 1085 (Fla. 4th DCA 2014). Instead, "the city could have sent an estimate of costs through e-mail to the requester just as it could through regular mail, had the request been made via paper by an anonymous requester." *Id. Cf. Consumer Rights, LLC v. Union County, Florida,* 159 So. 3d 882, 886 (Fla. 1st DCA 2015), *review denied*, 177 So. 3d 1264 (Fla. 2015) ("We know of no law that requires a governmental entity to provide public records to a generic email address, at least not until such time as it is made clear that the address belongs to a person"); and *Citizens Awareness Foundation, Inc. v. Wantman Group, Inc.,* 195 So. 3d 396, 402 (Fla. 4th DCA 2016) ("There is a difference between allowing anonymous public records requests and evaluating an agency's response when such requests are justifiably handled with caution").

11. Remote access

Section 119.07(2)(a), F.S., states that "[a]s an additional means of inspecting or copying public records, a custodian may provide access to public records by remote electronic means, provided exempt or confidential information is not disclosed." *And see* s. 119.01(2)(e), F.S. Thus, an agency is authorized but not required to permit remote electronic access to public records.

Similarly, access to public records by remote electronic means is merely an additional means of inspecting or copying public records; this "additional means of access, however, is insufficient where the person requesting the records specifies the traditional method of access via paper copies." *Lake Shore Hospital Authority v. Lilker,* 168 So. 3d 332, 333 (Fla. 1st DCA 2015).

Section 119.07(2)(b), F.S., requires the custodian to provide safeguards to protect the contents of the public records from unauthorized electronic access or alteration and to prevent the disclosure or modification of those portions of the records which are exempt from disclosure.

Unless otherwise required by law, the custodian may charge a fee for remote electronic access, granted under a contractual arrangement with a user, which fee may include the direct and indirect costs of providing such access. However, fees for remote electronic access provided to the general public must be in accordance with the provisions of s. 119.07, F.S. Section 119.07(2)(c), F.S.

12. Requests to create new records, answer questions about the records, or reformat existing records

The statutory obligation of the custodian of public records is to provide access to, or copies of, public records "at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records" provided that the required fees are paid. Section 119.07(1)(a) and (4), F.S. However, agencies are not required to "pore through their own records to answer specific questions." *Bivens v. Tony,* 368 So. 3d 16 (Fla. 4th DCA 2023). *And see Doe v. DeSantis,* 49 F.L.W. D1260a (Fla. 1st DCA June 12, 2024)

Thus, the Public Records Act does not require a town to produce an employee, such as the financial officer, to answer questions regarding the financial records of the town. AGO 92-38. *And see* AGO 80-57. *Cf. In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002) (the custodian of judicial records "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request").

In other words, Ch. 119, F.S., provides a right of access to inspect and copy an agency's existing public records; it does not mandate that an agency create new records in order to accommodate a request for information from the agency. Thus, the clerk of court is not required to provide an inmate with a list of documents from a case file which may be responsive to some forthcoming request. *Wootton v. Cook,* 590 So. 2d 1039 (Fla. 1st DCA 1991). *See also* AGO 08-29. *Cf.* s. 120.53, F.S., relating to maintenance of final orders by agencies subject to Ch. 120, F.S.

However, in order to comply with the statutory directive that an agency provide copies of public records upon payment of the statutory fee, an agency must respond to requests by mail for information as to copying costs. *Wootton v. Cook, supra. See also Woodard v. State,* 885 So. 2d 444, 445n.1 (Fla. 4th DCA 2004), remanding a case for further proceedings where the custodian forwarded only information relating to the statutory fee schedule rather than the total copying cost of the requested records. *Cf. Gilliam v. State,* 996 So. 2d 956 (Fla. 2d DCA 2008) (clerk, as custodian of judicial records, had a legal duty to respond to Gilliam's request for information regarding costs) and *Blackshear v. State,* 115 So. 3d 1093 (Fla. 1st DCA 2013) (clerk is "duty-bound to respond to a request about copying costs for the records sought").

Similarly, as stated in *Seigle v. Barry,* 422 So. 2d 63, 66 (Fla. 4th DCA 1982), *review*

denied, 431 So. 2d 988 (Fla. 1983), the intent of Ch. 119, F.S., is "to make available to the public information which is a matter of public record, in some meaningful form, not necessarily that which the applicant prefers." Accordingly, an agency is not ordinarily required to reformat its records and provide them in a particular form as demanded by the requestor. AGO 08-29. As explained in *Seigle*:

> If the health department maintains a chronological list of dog-bite incidents with rabies implications [a] plaintiff, bitten by a suspect dog, may not require the health department to reorder that list and furnish a record of incidents segregated by geographical areas. Nothing in the statute, case law or public policy imposes such a burden upon our public officials. 422 So. 2d at 65.

Thus, in AGO 97-39, the Attorney General's Office concluded that a school district was not required to furnish electronic public records in an electronic format other than the standard format routinely maintained by the district.

Despite the general rule, however, the *Seigle* court recognized that an agency may be required to provide access through a specially designed program, prepared by or at the expense of the requestor, where:

1) available programs do not access all of the public records stored in the computer's data banks; or

2) the information in the computer accessible by the use of available programs would include exempt information necessitating a special program to delete such exempt items; or

3) for any reason the form in which the information is proffered does not fairly and meaningfully represent the records; or

4) the court determines other exceptional circumstances exist warranting this special remedy. 422 So. 2d at 66-67.

For the purpose of satisfying a public records request, the fee to be charged by an agency if it elects to provide a copy of a public record in a medium that is not routinely used by the agency, or if it elects to compile information that is not routinely developed or maintained by the agency or that requires a substantial amount of manipulation or programming, must be in accordance with s. 119.07(4), F.S. (authorizing imposition of a special service charge if extensive information technology resources or labor are required). Section 119.01(2)(f), F.S.

13. Records available in more than one medium

An agency must provide a copy of the record in the medium requested if the agency maintains the record in that medium, and the agency may charge a fee which shall be in accordance with Ch. 119, F.S. Section 119.01(2)(f), F.S. *See* AGO 13-07. Accordingly, an agency violated the Public Records Act when it referred the requester to a website instead of providing paper copies as the requester asked. *Lake Shore Hospital Authority v. Lilker,* 168 So. 3d 332 (Fla. 1st DCA 2015). *See also* AGO 91-61 (custodian must provide a copy of computer disk in its original format; a typed transcript does not satisfy the requirements of this statute).

Similarly, an agency violated s. 119.01(2)(f), F.S., when it refused to provide electronic records (emails and calendar entries) in a pst. or similar electronic medium, and instead provided all the requested records in PDF format. The court ordered the agency to provide the records in pst. or other electronic medium that allowed the requester to view them in Outlook in the same manner that the agency could view such records in its own system, except for specific emails or calendar entries that required redactions, which could be provided in PDf format. *Bracci v. School Board of Lee County*, No. 20-CA-5205 (Fla. 20th Cir. Ct. January 12, 2021), available online in the Cases database at the open government site at myfloridalegal.com. *See also Miami-Dade County v. Professional Law Enforcement Association,* 997 So. 2d 1289 (Fla. 3d DCA 2009) (fact that pertinent information may exist in more than one format is not a basis for exemption or

denial of the request). *Cf.* AGO 06-30, stating that an agency may respond to a public records request requiring the production of thousands of documents by composing a static web page where the responsive public documents are posted for viewing if the requesting party agrees to the procedure and agrees to pay the administrative costs, in lieu of copying the documents at a much greater cost.

14. Amount of time allowed for response to public records requests

a. Duty to acknowledge requests promptly

The custodian of public records or his or her designee is required to acknowledge requests to inspect or copy records promptly and to respond to such requests in good faith. Section 119.07(1)(c), F.S. *Cf. Hewlings v. Orange County,* 87 So. 3d 839 (Fla. 5th DCA 2012) (mere fact that county quickly responded to public records request by voicemail and fax is not dispositive of whether county's 45-day delay in *complying* with the request was unjustified for purposes of s. 119.12, F.S., authorizing an award of attorney's fees to a party who succeeds in a civil action resulting from an unlawful refusal to provide public records).

b. Automatic delay impermissible

A policy which provides for an automatic delay in the production of public records is impermissible. *Tribune Company v. Cannella,* 458 So. 2d 1075, 1078-1079 (Fla. 1984), *appeal dismissed sub nom., Deperte v. Tribune Company,* 105 S.Ct. 2315 (1985). *And see Lake Shore Hospital Authority v. Lilker,* 168 So. 3d 332, 333-334 (Fla. 1st DCA 2015) (agency not authorized to automatically delay production by imposing a 24-hour notice requirement).

Thus, an agency is not authorized to delay inspection of personnel records in order to allow the employee to be present during the inspection of his or her records. *Tribune Company v. Cannella,* 458 So. 2d at 1078. *Compare* s. 1012.31(3)(a)3., F.S., in which the Legislature has expressly provided that no material derogatory to a public school employee may be inspected until 10 days after the employee has been notified as prescribed by statute.

Similarly, the Attorney General's Office has advised that a board of trustees of a police pension fund may not delay release of its records until such time as the request is submitted to the board for a vote. AGO 96-55. *And see Grapski v. City of Alachua,* 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010) (city may not delay public access to board meeting minutes until after the city commission has approved the minutes).

c. Unjustified delay

The Public Records Act does not contain a specific time limit (such as 24 hours or 10 days) for compliance with public records requests. However, "delay in making public records available is permissible under very limited circumstances." *Promenade D'Iberville, LLC v. Sundy,* 145 So. 3d 980, 983 (Fla. 1st DCA, 2014). In *Promenade*, the court noted that a records custodian could delay production to determine whether the records exist, s. 119.07[1][c], F.S.; if the custodian believes the some or all of the record is exempt, s. 119.07[1][d]-[e]; or if the requesting party fails to forward the appropriate fees, s. 119.07[4], F.S. Otherwise, the only delay in producing records permitted under Ch. 119, F.S., "is the limited reasonable time allowed the custodian to retrieve the record and delete those portions of the record the custodian asserts are exempt." *Id.* at 983, citing *Tribune Company v. Cannella,* 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom., DePerte v. Tribune Company,* 105 S.Ct. 2315 (1985). Where the delays aren't justified, "the Public Records Act holds officials accountable." *Siegmeister v. Johnson*, 240 So. 3d 70, 74 (Fla. 1st DCA 2018).

Thus, an agency's unjustified delay in producing public records constitutes an unlawful refusal to provide access to public records. *See Lilker v. Suwannee Valley Transit Authority,* 133 So. 3d 654, 655 (Fla. 1st DCA 2014) ("Unlawful refusal under section 119.12 includes not only affirmative refusal to produce records, but also unjustified delay in producing them"). *See also*

State v. Webb, 786 So. 2d 602, 604 (Fla. 1st DCA 2001) (error for a lower court judge to vacate a misdemeanor conviction of a records custodian [Webb] who had been found guilty of willfully violating s. 119.07(1)(a), F.S., based on her "dilatory" response to public records requests).

For example, in *Promenade D'Iberville, LLC v. Sundy, supra,* the appellate court determined that an agency violated the Public Records Act by refusing to provide non-exempt public records until a court denied its motion for a protective order to block the requestor (an adversary in out-of-state litigation) from using the Act. Similarly, a trial judge erred by granting the agency's motion to dismiss on the grounds that the agency ultimately provided the record three months after the request was made and two weeks after the request for mandamus relief had been filed. *Consumer Rights, LLC v. Bradford County, Florida*, 153 So. 3d 394, 398 (Fla. 1st DCA 2014). Instead, the judge should have conducted a hearing to determine whether the delay was justified. *Id.*

By contrast, a trial court judgment finding no violation of the Public Records Act when a canvassing board failed to produce minutes of a March 13, 2020 canvassing board meeting until several months after an agreed upon deadline was upheld in *Jackson v. City of South Bay,* 358 So. 3d 18 (Fla. 4th DCA 2023). The court found that the board provided several meeting minutes but one meeting was overlooked. Upon discovery, the minutes were immediately provided to the petitioner. Additionally, the judge cited a "busy election" and the ongoing pandemic, as well as the board's good faith response. Accordingly, the delay in production "did not amount to an 'unlawful refusal'; rather the delay was justified under the circumstances of this particular case." *See also Lang v. Reedy Creek Improvement District,* No. CJ-5546 (Fla. 9th Cir. Ct. October 2, 1995), *affirmed per curiam*, 675 So. 2d 947 (Fla. 5th DCA 1996), available online in the Cases database at the open government site at myfloridalegal.com, the circuit court rejected the petitioner's claim that the agency should have produced requested records within 10, 20 and 60-day periods. The court determined that the agency's response to numerous (19) public records requests for 135 categories of information and records filed by the opposing party in litigation was reasonable in light of the cumulative impact of the requests and the fact that the requested records contained exempt as well as nonexempt information and thus required a considerable amount of review and redaction.

Stated another way, the Public Records Act "demands prompt attention and a reasonable response time, not the quickest-possible response." *Siegmeister v. Johnson*, 240 So. 3d 70, 74 (Fla. 1st DCA 2018). In *Siegmeister*, the court noted that the agency had not "intentionally or unjustifiably delayed responding" to a public records request because it took two weeks for the response to be delivered to the requester. *Id*. at 74. *Cf. Florida Agency for Health Care Administration v. Zuckerman, Spaeder, LLP*, 221 So. 3d 1260, 1264 (Fla. 1st DCA 2017) (trial court abused its discretion by issuing a writ of mandamus requiring health care agency to produce a large number of public records within 48 hours when the records could not be reviewed for redaction of exempt information within this "compressed time period;" trial court also erred by requiring the agency to produce the records prior to the requester's payment of the agency's invoices associated with production of the records).

Moreover, recent cases have emphasized that in order for a delay to constitute an "unlawful refusal" for purposes of the award of attorney's fees under s. 119.12, F.S., the delay must be "unjustified." *See e.g., Consumer Rights, LLC v. Union County,* 159 So. 3d 882, 885 (Fla. 1st DCA 2015), *review denied,* 177 So. 3d 1264 (Fla. 2015) and *Citizens Awareness Foundation, Inc. v. Wantman Group, Inc.,* 195 So. 3d 396, 401 (Fla. 4th DCA 2016). *See also* the discussion on pages 199-203 relating to attorney's fees awarded under s. 119.12, F.S., for an "unlawful refusal" to provide access to public records.

d. Arbitrary time for inspection

The Public Records Act authorizes inspection and copying of public records "at any reasonable time." Section 119.07(1)(a), F.S. While the custodian may reasonably restrict

inspection to those hours during which his or her office is open to the public, an agency policy that restricts inspection of public records to the hours of 8:30 a.m. to 9:30 a.m., Monday through Friday with 24-hour advance notice violates the Public Records Act. *Lake Shore Hospital Authority v. Lilker,* 168 So. 3d 332 (Fla. 1st DCA 2015). *Accord* AGO 81-12 (custodian not authorized to establish an arbitrary time period during which records may or may not be inspected).

There may be instances where, due to the nature or volume of the records requested, a delay based upon the physical problems in retrieving the records and protecting them is necessary; however, the adoption of a schedule in which public records may be viewed only during certain hours is impermissible. Inf. Op. to Riotte, May 21, 1990, concluding that an agency policy which permits inspection of its public records only from 1:00 p.m. to 4:30 p.m., Monday through Friday, violates the Public Records Act.

e. Standing requests for production of future records

The Attorney General's Office has stated that upon receipt of a public records request, the agency must comply by producing all non-exempt documents in the custody of the agency that are responsive to the request, upon payment of the charges authorized in Chapter 119, F.S. However, this mandate applies only to those documents in the custody of the agency at the time of the request; nothing in the Public Records Act appears to require that an agency respond to a so-called "standing" request for production of public records that it may receive in the future. *See* Inf. Op. to Worch, June 15, 1995.

15. Confidentiality agreements

An agency "cannot bargain away its Public Records Act duties with promises of confidentiality in settlement agreements." *The Tribune Company v. Hardee Memorial Hospital,* No. CA-91-370 (Fla. 10th Cir. Ct. August 19, 1991), available online in the Cases database at the open government site at myfloridalegal.com, (confidentiality provision in a settlement agreement which resolved litigation against a public hospital did not remove the document from the Public Records Act).

Thus, in *National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201, 1207 (Fla. 1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010), the court held that a confidentiality agreement entered into by a private law firm on behalf of a state university with the NCAA that allowed access to records contained on the NCAA's secure custodial website that were used by the university in preparing a response to possible NCAA sanctions, had no impact on whether such records were public records, stating that "[a] public record cannot be transformed into a private record merely because an agent of the government has promised that it will be kept private." *And see Rasier-DC, LLC v. B & L Service, Inc.*, 237 So. 3d 374 (Fla. 4th DCA 2018) (provision in license agreement between company and county which required county to maintain the confidentiality of company's trade secret information and assert its exempt status in response to a public records request could not transform information found to be a public record into a private record); *City of Pinellas Park, Florida v. Times Publishing Company,* No. 00-008234CI-19 (Fla. 6th Cir. Ct. January 3, 2001), available online in the Cases database at the open government site at myfloridalegal.com ("there is absolutely no doubt that promises of confidentiality [given to employees who were asked to respond to a survey] do not empower the Court to depart from the public records law"); and *Gadd v. News-Press Publishing Company,* 412 So. 2d 894 (Fla. 2d DCA 1982) (records of a county hospital's utilization review committee were not exempt from Ch. 119, F.S., even though the information may have come from sources who expected or were promised confidentiality).

Similarly, in *Times Publishing Company v. City of St. Petersburg,* 558 So. 2d 487, 494 (Fla. 2d DCA 1990), the court determined that a baseball organization and a city improperly attempted to circumvent the Public Records Act by agreeing to keep negotiation documents relating to use of a municipal stadium confidential and in the exclusive custody of the organization. Noting the dangers that exist if private entities "are allowed to demand that they retain custody [and prevent inspection] of documents as a condition of doing business with a governmental body,"

the court ruled that both the organization and the city violated the Public Records Act. *Cf. WPTV-TV v. State,* 61 So. 3d 1191 (Fla. 5th DCA 2011) (trial court may not require media to enter into confidentiality agreement in order to receive advance notice of information relating to jury selection in criminal case).

Additionally, s. 69.081(8), F.S., part of the Sunshine in Litigation Act, provides, subject to limited exceptions, that any portion of an agreement which has the purpose or effect of concealing information relating to the settlement or resolution of any claim or action against an agency is void, contrary to public policy, and may not be enforced. Settlement records must be maintained in compliance with Ch. 119, F.S. *See* Inf. Op. to Barry, June 24, 1998 (agency not authorized to enter into a settlement agreement authorizing the concealment of information relating to an adverse personnel decision from the remainder of a personnel file). *Cf.* s. 215.425(5), F.S. (any agreement or contract, executed on or after July 1, 2011, which involves extra compensation between a unit of government and an officer, agent, employee, or contractor may not include provisions that limit the ability of any party to the agreement or contract to discuss the agreement or contract).

Moreover, to allow the maker or sender of records to dictate the circumstances under which the records are to be deemed confidential would permit private parties as opposed to the Legislature to determine which public records are subject to disclosure and which are not. Such a result would contravene the purpose and terms of Ch. 119, F.S. *Browning v. Walton,* 351 So. 2d 380 (Fla. 4th DCA 1977) (city cannot refuse to allow inspection of records containing the names and addresses of city employees who filled out forms requesting that city maintain the confidentiality of all material in their personnel files); AGO 97-84 (architectural and engineering plans under seal pursuant to s. 481.221 or s. 471.025, F.S., that are held by a public agency in connection with the transaction of official business are subject to public inspection); and Inf. Op. to Echeverri, April 30, 2010 (taxpayer may not request that records submitted to value adjustment board be kept confidential).

Accordingly, it is clear that the determination as to when public records are to be deemed confidential rests exclusively with the Legislature. *See Sepro Corporation v. Florida Department of Environmental Protection,* 839 So. 2d 781 (Fla. 1st DCA 2003), *review denied sub nom., Crist v. Department of Environmental Protection,* 911 So. 2d 792 (Fla. 2005) (private party cannot render public records exempt from disclosure merely by designating as confidential the material it furnishes to a state agency). *See also* AGO 90-104 (desire of data processing company to maintain "privacy" of certain materials filed with Department of State is of no consequence unless such materials fall within a legislatively created exemption to Ch. 119, F.S.). *And see Hill v. Prudential Insurance Company of America,* 701 So. 2d 1218 (Fla. 1st DCA 1997), *review denied,* 717 So. 2d 536 (Fla. 1998) (materials obtained by state agency from anonymous sources during its investigation of an insurance company were public records subject to disclosure in the absence of statutory exemption, notwithstanding the company's contention that the records were "stolen" or "misappropriated" privileged documents that were delivered to the state without the company's permission).

Therefore, unless the Legislature has expressly authorized the maker of records received by an agency to keep the material confidential, the wishes of the sender or the agency in this regard cannot supersede the requirements of Ch. 119, F.S. *Compare*, *e.g.*, s. 377.2409(1), F.S. (information on geophysical activities conducted on state-owned mineral lands received by Department of Environmental Protection shall, on the request of the person conducting the activities, be held confidential and exempt from Ch. 119, F.S., for 10 years). *And see Morris v. Whitehead,* 588 So. 2d 1023, 1024 (Fla. 2d DCA 1991) (upholding the nondisclosure of confidential records received by housing authority from the federal government pursuant to agreement authorized by state housing law). *Cf. Doe v. State,* 901 So. 2d 881 (Fla. 4th DCA 2005) (where citizen provided information to state attorney's office which led to a criminal investigation was justified in inferring or had a reasonable expectation that he would be treated as

a confidential source in accordance with statutory exemption now found at s. 119.071[2][f], F.S., the citizen was entitled to have his identifying information redacted from the closed file, even though there was no express assurance of confidentiality by the state attorney's office).

16. Redaction of confidential or exempt information

If the custodian asserts that an exemption applies to part of the record, the custodian "shall redact that portion . . . and shall produce the remainder of such record for inspection and copying." Section 119.07(1)(d), F.S. *Ocala Star Banner Corp. v. McGhee,* 643 So. 2d 1196 (Fla. 5th DCA 1994) (city may redact information identifying confidential informant from police report but must produce the rest for inspection); *City of Riviera Beach v. Barfield,* 642 So. 2d 1135, 1137 (Fla. 4th DCA 1994), *review denied,* 651 So. 2d 1192 (Fla. 1995) (police department authorized to withhold statutorily exempt criminal investigative information but must allow inspection of nonexempt portions of the records); and AGO 95-42 (statute providing for confidentiality of certain audit information did not make the entire report confidential and exempt from disclosure; the portions of the report which do not contain exempt information must be released).

The fact that an agency believes that it would be impractical or burdensome to redact confidential information from its records does not excuse noncompliance with the mandates of the Public Records Act. AGO 99-52. *See also* AGO 02-73 (agency must redact confidential and exempt information and release the remainder of the record; agency not authorized to release records containing confidential information, albeit anonymously). *Compare Florida Agency for Health Care Administration v. Zuckerman Spaeder, LLP*, 221 So. 3d 1260 (Fla. 1st DCA 2017) (trial court order mandating that agency produce a large number of public records within 48 hours "effectively requires AHCA to ignore its statutory duty to redact exempted information"); and *Department of Health v. Rehabilitation Center at Hollywood Hills* 259 So. 3d 979, 982 (Fla. 1st DCA 2018), reversing a lower court order that ordered production of death certificates without addressing the Department's "statutory duty to safeguard confidential and exempt information contained in the requested certificates."

A custodian of records containing both exempt and nonexempt material may comply with s. 119.07(1)(d), F.S., by any reasonable method which maintains and does not destroy the exempted portion while allowing public inspection of the nonexempt portion. AGO 84-81. *And see* AGOs 97-67 and 05-37 (Official Records).

Section 119.011(13), F.S., defines the term "redact" to mean "to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt or confidential information." *See* AGO 02-69 (statute providing for redaction of certain information in court records available for public inspection does not authorize clerk of court to permanently remove or obliterate such information from the original court records).

Section 119.07(1)(e), F.S., states that a custodian of a public record who contends that a record or part of a record is exempt from inspection must state the basis for the exemption, including the statutory citation to the exemption. Additionally, upon request, the custodian must state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential. Section 119.07(1)(f), F.S. *See Weeks v. Golden,* 764 So. 2d 633 (Fla. 1st DCA 2000) (agency's response that it had provided all records "with the exception of certain information relating to the victim" deemed inadequate because the response "failed to identify with specificity either the reasons why records were believed to be exempt, or the statutory basis for any exemption"); and *Langlois v. City of Deerfield Beach, Florida*, 370 F. Supp. 2d 1233 (S.D. Fla. 2005) (city fire chief's summary rejection of request for employee personnel file violated the Public Records Act because the chief gave no statutory reason for failing to produce the records).

However, in *City of St. Petersburg v. Romine ex rel. Dillinger,* 719 So. 2d 19, 21 (Fla. 2d

DCA 1998), the court cautioned that the Public Records Act "may not be used in such a way to obtain information that the legislature has declared must be exempt from disclosure." Thus, a request for agency records may not be phrased or responded to in terms of a request for the specific documents asked for and received by a law enforcement agency during the course of an active criminal investigation. AGO 06-04. *Compare* AGO 08-33 (list of law enforcement officers who have been placed on administrative duty is a public record; the list is not confidential pursuant to section 112.533[2][a], [now s. 119.533(5)(a)] F.S., providing for confidentiality of complaints filed against a law enforcement officer); and AGO 07-15 (statutory exemption authorizing certain corporations to request confidentiality of information relating to the company's interest or plans to relocate to the state may be cited by a records custodian as statutory authority for withholding information from public disclosure without violating the confidentiality provisions of the exemption).

However, s. 119.07(1)(e), F.S., "requires only record-by-record—not redaction-by-redaction—identification of the exemptions authorizing the redactions in each record." *Jones v. Miami Herald Media Company,* 198 So. 3d 1143 (Fla. 1st DCA 2016). The court upheld the agency's use of a form with checkboxes identifying the various statutory exemptions relied upon for the redactions in the records and rejected the petitioner's contention that the agency should have specified which exemption applied to which redaction. *And see Lopez v. State,* 696 So. 2d 725 (Fla. 1997) (state attorney's contention that requested records were work product and not subject to public records disclosure was sufficient to identify asserted statutory exemptions). "The merit of imposing a duty on the Department to identify each document in a record that it asserts to be exempt under the [Public Records] Act—similar to the generation of a privilege log in response to a civil discovery request—is a matter properly addressed to the legislature rather than this court." *Dettelbach v. Department of Business and Professional Regulation*, 261 So. 3d 676, 683 (Fla. 1st DCA 2018).

It has been held that a *federal* agency subject to the federal Freedom of Information Act, 5 U.S.C. s. 552, must, in addition to providing a detailed justification of the basis for claimed exemptions under the Act, specifically itemize and index the documents involved so as to show which are disclosable and which are exempt. *See Vaughn v. Rosen,* 484 F.2d 820, 827-828 (D.C. Cir. 1973), *cert. denied,* 94 S.Ct. 1564 (1974). However, a Florida court refused to apply the *Vaughn* requirements to the state Public Records Act. *See Lorei v. Smith,* 464 So. 2d 1330, 1332 (Fla. 2d DCA 1985), *review denied,* 475 So. 2d 695 (Fla. 1985).

17. Privacy rights

It is well established in Florida that "neither a custodian of records nor a person who is the subject of a record can claim a constitutional right of privacy as a bar to requested inspection of a public record which is in the hands of a government agency." *Williams v. City of Minneola,* 575 So. 2d 683, 687 (Fla. 5th DCA), *review denied,* 589 So. 2d 289 (Fla. 1991).

In reaching the conclusion that public records must be open to public inspection unless the Legislature provides otherwise, the courts have rejected claims that the constitutional right of privacy bars disclosure. Article I, s. 23, Fla. Const., provides:

> Every natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein. *This section shall not be construed to limit the public's right of access to public records and meetings as provided by law.* (e.s.)

Accordingly, the Florida Constitution "does not provide a right of privacy in public records" and a state or federal right of disclosural privacy does not exist. *Michel v. Douglas,* 464 So. 2d 545, 546 (Fla. 1985). *See also Forsberg v. Housing Authority of City of Miami Beach,* 455 So. 2d 373 (Fla. 1984); and AGO 09-19 (to extent that information on an agency's Facebook page constitutes a public record within the meaning of Ch. 119, F.S., Art. I, s. 23, Fla. Const.,

"is not implicated"). "[I]n Florida the right to privacy is expressly subservient to the Public Records Act." *Board of County Commissioners of Palm Beach County v. D.B.,* 784 So. 2d 585, 591 (Fla. 4th DCA 2001). *But see Post-Newsweek Stations, Florida Inc. v. Doe,* 612 So. 2d 549 (Fla. 1992) (public's right of access to pretrial criminal discovery materials must be balanced against a nonparty's constitutional right to privacy).

In *O'Boyle v. Town of Gulf Stream*, 257 So. 3d 1036, 1040 (Fla. 4th DCA 2018), the court recognized that a public official's use of a private cell phone to conduct public business via text messaging could create a written public record subject to disclosure. "The purpose of both Article I, section 24 and Chapter 119 is to ensure that citizens may review (and criticize) government actions. That purpose would be defeated if a public official could shield the disclosure of public records by conducting business on a private phone." 257 So. 3d at 1042. The court acknowledged that the public's right to public records "does not extinguish an individual's constitutional and statutory rights in private information." However, the court found that a judicial review of the records could safeguard "all legitimate privacy concerns." *Id*.

18. Liability for disclosure

Nothing in Ch. 119, F.S., indicates an intent to give private citizens a right to recovery for an agency negligently maintaining and providing information from public records. *City of Tarpon Springs v. Garrigan,* 510 So. 2d 1198 (Fla. 2d DCA 1987); *Friedberg v. Town of Longboat Key,* 504 So. 2d 52 (Fla. 2d DCA 1987). *Cf. Layton v. Florida Department of Highway Safety and Motor Vehicles,* 676 So. 2d 1038 (Fla. 1st DCA 1996) (agency has no common law or statutory duty to citizen to maintain accurate records). *Accord Hillsborough County v. Morris,* 730 So. 2d 367 (Fla. 2d DCA 1999).

However, a custodian is not protected against tort liability resulting from that person *intentionally* communicating public records or their contents to someone outside the agency which is responsible for the records unless the person inspecting the records has made a bona fide request to inspect the records or the communication is necessary to the agency's transaction of its official business. *Williams v. City of Minneola,* 575 So. 2d 683 (Fla. 5th DCA 1991), *review denied,* 589 So. 2d 289 (Fla. 1991). On appeal, after remand, the Fifth District held the claim against the city was barred on the basis of sovereign immunity. *Williams v. City of Minneola,* 619 So. 2d 983 (Fla. 5th DCA 1993). *Cf.* AGO 97-09 (law enforcement agency's release of sexual offender records for purposes of public notification is consistent with its duties and responsibilities).

E. STATUTORY EXEMPTIONS

1. Creation of exemptions

"Courts cannot judicially create any exceptions, or exclusions to Florida's Public Records Act." *Board of County Commissioners of Palm Beach County v. D.B.,* 784 So. 2d 585, 591 (Fla. 4th DCA 2001). *Wait v. Florida Power and Light Company*, 372 So. 2d 420, 425 (Fla. 1979) (Public Records Act "excludes any judicially created privilege of confidentiality;" only the Legislature may exempt records from public disclosure). *Accord Wait v. Florida Power and Light Company,* 372 So. 2d 420, 425 (Fla. 1979) (Public Records Act "excludes any judicially created privilege of confidentiality;" only the Legislature may exempt records from public disclosure). *See* s. 119.011(8), F.S., defining the term "exemption" to mean "a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to the access requirements of s. 119.07(1), s. 286.011, or s. 24, Art. I of the State Constitution."

Article I, s. 24(c), Fla. Const., authorizes the *Legislature* to enact general laws creating exemptions provided that such laws "shall state with specificity the public necessity justifying the exemption and shall be no broader than necessary to accomplish the stated purpose of the law." "The Constitution allows for the legislature, not the courts to provide for exceptions to the public records act." *Cruz v. State*, 297 So. 3d 154 (Fla. 4th DCA 2019). *See Halifax Hospital Medical*

Center v. News-Journal Corporation, 724 So. 2d 567 (Fla. 1999) (statute providing an exemption from the Sunshine Law for portions of hospital board meetings is unconstitutional because it does not meet the constitutional standard of specificity as to stated public necessity and it is broader than necessary to achieve its purpose). *Compare Memorial Hospital-West Volusia v. News-Journal Corporation,* 729 So. 2d 373, 380 (Fla. 1999), in which the Court refused to "imply" an exemption from open records requirements, stating "we believe that an exemption from public records access is available only after the legislature has followed the express procedure provided in article I, section 24(c) of the Florida Constitution." *And see Campus Communications, Inc. v. Earnhardt,* 821 So. 2d 388, 395 (Fla. 5th DCA 2002), *review denied,* 848 So. 2d 1153 (Fla. 2003) (statutory exemption for autopsy photographs serves identifiable public purpose and is no broader than necessary to meet that public purpose); *Bryan v. State,* 753 So. 2d 1244 (Fla. 2000) (statute exempting from public disclosure certain prison records satisfies the constitutional standard because the Legislature set forth the requisite public necessity [personal safety of prison officials and inmates] for the exemption); and *State, Department of Financial Services v. Danahy & Murray, P.A.*, 246 So. 3d 466 (Fla. 1st DCA 2018) (distinguishing *Halifax* and finding that a statute exempting certain information held by the Department of Financial Services under the Florida Insurance Code met the constitutional standard in Article I s. 24[c], Fla. Const.).

Laws enacted pursuant to Art. I, s. 24, Fla. Const., shall relate to one subject and must contain only exemptions or provisions governing enforcement. *Cf. State v. Knight,* 661 So. 2d 344 (Fla. 4th DCA 1995) (while exemptions when enacted must contain a public necessity statement, exceptions to an exemption are not required to contain such a statement; thus, a trial judge erred in overturning a statute providing a limited exception to the public records exemption for grand jury materials).

Article I, s. 24(c) also requires that laws providing exemptions from public records or public meetings requirements must be passed by a two-thirds vote of each house. The two-thirds vote requirement applies when an exemption is readopted in accordance with the Open Government Sunset Review Act, s. 119.15, F.S., as well as to the initial creation of an exemption. AGO 03-18.

In accordance with s. 24(d), all statutory exemptions in effect on July 1, 1993, are grandfathered into the statutes and remain in effect until they are repealed. Rules of court in effect on November 3, 1992, that limit access to records remain in effect until repealed. *See* Rule 2.420, Fla. R. Gen. Prac & Jud. Admin. (originally adopted by the Florida Supreme Court on October 29, 1992, as Rule 2.051, and subsequently renumbered in 2006 as Rule 2.420). Rule 2.420 may be accessed online at www.floridabar.org.

The Open Government Sunset Review Act, codified at s. 119.15, F.S., provides for the review and repeal or reenactment of an exemption from s. 24, Art. I, Fla. Const., and s. 119.07(1), or s. 286.011, F.S. The act does not apply to an exemption that is required by federal law or applies solely to the Legislature or the State Court System. Section 119.15(2)(a) and (b), F.S. Pursuant to the Act, in the fifth year after enactment of a new exemption or expansion of an existing exemption, the exemption shall be repealed on October 2 of the fifth year, unless the Legislature acts to reenact the exemption. Section 119.15(3), F.S. *And see* s. 286.0111, F.S. (provisions of s. 119.15 apply to exemptions to s. 286.011, F.S.).

2. Strict construction

The general purpose of Ch. 119, F.S., "is to open public records to allow Florida's citizens to discover the actions of their government." *Christy v. Palm Beach County Sheriff 's Office,* 698 So. 2d 1365, 1366 (Fla. 4th DCA 1997). "Because Florida's public policy favors disclosure, "the Public Records Act is construed liberally in favor of openness, and exemptions from disclosure are construed narrowly and limited to their designated purpose." *City of Miami Beach v. Miami New Times, LLC*, 314 So. 3d 562, 565 (Fla. 3d DCA 2020), quoting from *Rameses, Inc. v. Demings*, 29 So. 3d 418, 421 (Fla. 5th DCA 2010). *See also National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201, 1206 (Fla.1st DCA 2009), *review denied,* 37 So. 3d 848 (Fla. 2010);

Krischer v. D'Amato, 674 So. 2d 909, 911 (Fla. 4th DCA 1996); *Tribune Company v. Public Records,* 493 So. 2d 480, 483 (Fla. 2d DCA 1986), *review denied sub nom., Gillum v. Tribune Company,* 503 So. 2d 327 (Fla. 1987).

An agency claiming an exemption from disclosure bears the burden of proving the right to an exemption. *See Barfield v. School Board of Manatee County,* 135 So. 3d 560, 562 (Fla. 2d DCA 2014); *Woolling v. Lamar,* 764 So. 2d 765, 768 (Fla. 5th DCA 2000), *review denied,* 786 So. 2d 1186 (Fla. 2001); *Barfield v. City of Fort Lauderdale Police Department,* 639 So. 2d 1012, 1015 (Fla. 4th DCA), *review denied,* 649 So. 2d 869 (Fla. 1994); and *Florida Freedom Newspapers, Inc. v. Dempsey,* 478 So. 2d 1128, 1130 (Fla. 1st DCA 1985). *See also Bludworth v. Palm Beach Newspapers, Inc.,* 476 So. 2d 775, 780n.1 (Fla. 4th DCA 1985), *review denied,* 488 So. 2d 67 (Fla. 1986); *Tribune Company v. Public Records, supra,* stating that doubt as to the applicability of an exemption should be resolved in favor of disclosure rather than secrecy. *And see Times Publishing Company v. City of St. Petersburg,* 558 So. 2d 487, 492, noting that the judiciary cannot create a privilege of confidentiality to accommodate the desires of government and that "[a]n open government is crucial to the citizens' ability to adequately evaluate the decisions of elected and appointed officials"; rather the "right to access public documents is virtually unfettered, save only the statutory exemptions designed to achieve a balance between an informed public and the ability of the government to maintain secrecy in the public interest." *Accord* AGO 80-78 ("policy considerations" do not, standing alone, justify nondisclosure of public records).

3. Retroactive application of new exemptions

Access to public records is a substantive right. *Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation,* 784 So. 2d 438 (Fla. 2001). Thus, a statute affecting that right is presumptively prospective and there must be a clear legislative intent for the statute to apply retroactively. *Id.* Generally, the critical date in determining whether a document is subject to disclosure is the date the public records request is made; the law in effect on that date applies. *Baker County Press, Inc. v. Baker County Medical Services,* 870 So. 2d 189, 192-193 (Fla. 1st DCA 2004).

However, if the Legislature is "clear in its intent," an exemption may be applied retroactively. *Campus Communications, Inc. v. Earnhardt,* 821 So. 2d 388, 396 (Fla. 5th DCA 2002), *review denied,* 848 So. 2d 1153 (Fla. 2003) (statute exempting autopsy photographs from disclosure is remedial and may be retroactively applied). *See also Palm Beach County Sheriff's Office v. Sun-Sentinel Company, LLC,* 226 So. 3d 969 (Fla. 4th DCA 2017); *City of Orlando v. Desjardins,* 493 So. 2d 1027, 1028 (Fla. 1986); and *Roberts v. Butterworth,* 668 So. 2d 580 (Fla. 1996). *Cf. Cebrian By and Through Cebrian v. Klein,* 614 So.2d 1209 (Fla. 4th DCA 1993) (amendment to child abuse statute limiting access to unfounded reports was remedial in nature and therefore applied retroactively); AGO 11-16 (applying exemption to a public records request received before the statute's effective date because the legislation creating the exemption states that it "applies to information held by an agency, before, on, or after the effective date of this exemption"); and AGO 94-70 (amendment to expungement statute appears to be remedial and, therefore, should be retroactively applied to those records ordered expunged prior to the effective date of the amendment).

4. Retroactive application of statutes eliminating confidentiality

In *Baker v. Eckerd Corporation,* 697 So. 2d 970 (Fla. 2d DCA 1997), the court held that an amendment eliminating protection against disclosure of certain records applies prospectively from the effective date of the amendment. *See also* AGO 95-19 (expanded disclosure provisions for juvenile records apply only to records created after the effective date of the amendment); and *Coventry First, LLC v. Office of Insurance Regulation,* 30 So. 3d 552 (Fla. 1st DCA 2010) (although intended to apply retroactively, statutory amendment imposing a time limitation on the exempt status of certain records submitted to an agency applied prospectively since retroactive application improperly deprived company of its vested property rights in records already submitted to the agency).

Records made before the date of a repeal of an exemption under s. 119.15, F.S., the Open Government Sunset Review Act, "may not be made public unless otherwise provided by law." Section 119.15(7), F.S.

5. Difference between exempt and confidential records

a. Confidential records

There is a difference between records the Legislature has determined to be exempt from the Public Records Act and those which the Legislature has determined to be exempt from the Act *and confidential*. *WFTV, Inc. v. School Board of Seminole County,* 874 So. 2d 48, 53 (Fla. 5th DCA 2004), *review denied,* 892 So. 2d 1015 (Fla. 2004). *And see State v. Wooten*, 260 So. 3d 1060, 1069-1070 (Fla. 4th DCA 2018) (Ch. 119, F.S., refers to both "exempt" records and records which are "confidential and exempt").

If information is made confidential in the statutes, the information is not subject to inspection by the public and may be released only to those persons and entities designated in the statute. *Id. And see* AGOs 08-24, 04-09 and 86-97. Thus, where a statute provided confidentiality for all records in the city's risk management claims file, the trial judge lacked authority to order the city to produce certain records based on a determination that their production would not harm the city. *City of Homestead v. McDonough*, 232 So. 3d 1069 (Fla. 4th DCA 2017). *And see City of Miami Beach v. Miami New Times*, 314 So. 3d 562 (Fla. 3d DCA 2020), concluding that confidential draft audit reports relating to towing companies did not become subject to disclosure when the companies (without the knowledge of the agency) disclosed them to a third party.

However, a statute restricting release of confidential emergency call information does not prevent the city's attorneys or other city officials who are responsible for advising the city regarding the provision of emergency medical services or for defending the city against a possible claim arising from such services, from reviewing the records related to such emergency calls that contain patient examination or treatment information. AGO 95-75.

An agency is authorized to take reasonable steps to ensure that confidential records are not improperly released. *Lee County v. State Farm Mutual Automobile Insurance Company,* 634 So. 2d 250, 251 (Fla. 2d DCA 1994) (county policy requiring the patient's notarized signature on all release forms for emergency services medical records "not unreasonable or onerous;" requirement was a valid means of protecting records made confidential by s. 401.30[4], F.S.). *Accord* AGO 94-51 (agency "should be vigilant in its protection of the confidentiality provided by statute for medical records of [its] employees"). *Cf. Florida Department of Revenue v. WHI Limited Partnership,* 754 So. 2d 205 (Fla. 1st DCA 2000) (administrative law judge [ALJ] not authorized to mandate that agency disclose confidential records because ALJ is not a judge of a court of competent jurisdiction for purposes of statute permitting disclosure of confidential records in response "to an order of a judge of a court of competent jurisdiction"); and AGO 94-86 (if custodian of confidential library circulation records believes that such records should not be disclosed in response to a subpoena because the subpoena is not a "proper judicial order" as provided in s. 257.261, F.S., custodian may assert the confidentiality provisions in a motion to quash the subpoena but should not ignore the subpoena for production of such records). *And see State Attorney's Office of the Seventeenth Judicial Circuit v. Cable News Network, Inc.*, 251 So. 3d 205, 214 (Fla. 4th DCA 2018) (when statute authorizes release of confidential security system records upon a showing of "good cause," the Legislature "intended the courts to apply a common law approach to 'good cause,' where meaning emerges over time, on a case-by-case basis, and courts arrive at a desirable equilibrium between the competing needs of disclosure and secrecy of government records"). *Cf. Florida Department of Corrections v. Miami Herald Media Company*, (Fla. 1st DCA 2019) (trial court erred when it found "good cause" for release of confidential prison video footage even though newspaper had admitted at the hearing that it no longer needed the recordings).

b. Exempt records

If records are not made confidential but are simply exempt from the mandatory disclosure requirements in s. 119.07(1), F.S., the agency is not prohibited from disclosing the documents in all circumstances. *See Williams v. City of Minneola,* 575 So. 2d 683, 687 (Fla. 5th DCA), *review denied,* 589 So. 2d 289 (Fla. 1991), in which the court observed that pursuant to s. 119.07(3)(d), F.S. [now s. 119.071(2)(c), F.S.], "active criminal investigative information" was exempt from the requirement that public records be made available for public inspection. However, as stated by the court, "the exemption does not *prohibit* the showing of such information. There are many situations in which investigators have reasons for displaying information which they have the option not to display." [Emphasis supplied by the Court] *See also* AGO 07-21 (while statute makes photographs of law enforcement personnel exempt rather than confidential, custodian, in deciding whether such information should be disclosed, must determine whether there is a statutory or substantial policy need for disclosure and in the absence of a statutory or other legal duty to be accomplished by disclosure, whether release of such information is consistent with the exemption's purpose). *Accord* AGO 08-24. *And see* AGO 17-05 (property appraiser authorized to disclose addresses that are exempt from public inspection, but not confidential, to the code inspector for the limited purpose of providing alleged code violators with the statutory notice required by s. 162.06, F.S.).

Once an agency has gone public with information which could have been previously protected from disclosure under Public Records Act exemptions, no further purpose is served by preventing full access to the desired information. *Downs v. Austin,* 522 So. 2d 931, 935 (Fla. 1st DCA 1988). *Cf.* AGO 01-74 (taxpayer information that is confidential in the hands of certain specified officers under s. 193.074, F. S., is subject to disclosure under the Public Records Act when it has been submitted by a taxpayer to a value adjustment board as evidence in an assessment dispute).

However, in *City of Riviera Beach v. Barfield,* 642 So. 2d 1135 (Fla. 4th DCA 1994), *review denied,* 651 So. 2d 1192 (Fla. 1995), the court held that when a criminal justice agency transfers exempt criminal investigative information to another criminal justice agency, the information retains its exempt status. *And see Ragsdale v. State,* 720 So. 2d 203, 206 (Fla. 1998) ("the focus in determining whether a document has lost its status as a public record must be on the policy behind the exemption and not on the simple fact that the information has changed agency hands"); *Alice P. v. Miami Daily News, Inc.*, 440 So. 2d 1300 (Fla. 3d DCA 1983), *review denied,* 467 So. 2d 697 (Fla. 1985) (confidential birth information contained in license application submitted to state health agency not subject to disclosure); AGO 04-44 (if the prison industry agency sends exempt proprietary confidential business information to the Secretary of the Department of Corrections in his capacity as a member of the board of directors of the prison industry agency, that information does not lose its exempt status by virtue of the fact that it was sent to the Secretary's office in the department); and AGO 94-77 (work product exception authorized in former s. 119.07[3][l], F.S. [now s. 119.071(1)(d), F.S.], will be retained if the work product is transferred from the county attorney to the city attorney pursuant to a substitution of parties to the litigation).

6. Discovery of exempt or confidential records

An exemption from disclosure under the Public Records Act does not render the document automatically privileged for purposes of discovery under the Florida Rules of Civil Procedure or in administrative proceedings. *See Department of Health v. Poss,* 45 So. 3d 510 (Fla. 1st DCA 2010); *Department of Professional Regulation v. Spiva,* 478 So. 2d 382 (Fla. 1st DCA 1985). "Although the Rules of Civil Procedure and the Public Records Act may overlap in certain areas, they are not coextensive in scope." *Department of Highway Safety and Motor Vehicles v. Kropff ,* 445 So. 2d 1068, 1069n.1 (Fla. 3d DCA 1984). *See also Department of Highway Safety and Motor Vehicles v. Krejci Company Inc.,* 570 So. 2d 1322 (Fla. 2d DCA 1990), *review denied,* 576 So. 2d 286 (Fla. 1991) (records which are exempt from public inspection may be subject to discovery in a civil action upon a showing of exceptional circumstances and if the trial court takes all

precautions to ensure the confidentiality of the records). *Cf. League of Women Voters v. Florida House of Representatives,* 132 So. 3d 135, 153 (Fla. 2013) ("if the circuit court concludes, after undertaking an in camera review of any disputed documents, that draft [apportionment] plans are exempt from public records disclosure, the circuit court should still require the Legislature to produce the draft apportionment maps and supporting documents under appropriate litigation discovery rules, to the extent these documents do not contain information regarding individual legislators' or legislative staff members' thoughts or impressions").

For example, in *B.B. v. Department of Children and Family Services,* 731 So. 2d 30 (Fla. 4th DCA 1999), the court ruled that as a party to a dependency proceeding involving her daughters, a mother was entitled to discovery of the criminal investigative records relating to the death of her infant. The court found that the statutory exemption for active criminal investigative information did not "override the discovery authorized by the Rules of Juvenile Procedure." *Id.* at 34. *Compare Henderson v. Perez,* 835 So. 2d 390, 392 (Fla. 2d DCA 2003) (trial court order compelling sheriff to produce exempt home addresses and photographs of 10 active law enforcement officers in a civil lawsuit filed by Perez predicated on his arrest, quashed because "Perez has not shown that the photographs and home addresses of the law enforcement officers are essential to the prosecution of his suit"). *And see Delaurentos v. Peguero*, 47 So. 3d 879 (Fla. 3d DCA 2010 (while the exemption for employee medical information in s. 119.071[4][b] did not preclude the discovery of a police officer's pre-employment psychological evaluation, the estate's request for the evaluation in a wrongful death case filed against the officer and county was, under the circumstances of the case, outside the scope of permissible discovery).

F. FEDERAL LAW AND THE FLORIDA PUBLIC RECORDS LAW

1. Application of federal confidentiality requirements to Florida public records

Generally, records that would otherwise be public under state law are unavailable for public inspection only when there is an absolute conflict between federal and state law relating to confidentiality of records. If a federal statute requires particular records to be withheld from a public records request, and the state is clearly subject to the provisions of such statute, then pursuant to the Supremacy Clause of the United States Constitution, Art. VI, U.S. Const., the state must keep the records confidential. *See Florida Department of Education v. NYT Management Services, Inc.*, 895 So. 2d 1151 (Fla. 1st DCA 2005) (federal law prohibits public disclosure of social security numbers in state teacher certification database); AGOs 90-102 and 74-372. *Compare State ex rel. Cummer v. Pace*, 159 So. 679 (Fla. 1935); AGOs 85-03, 81-101, and 80-31. *See also Wallace v. Guzman*, 687 So. 2d 1351, 1353 (Fla. 3d DCA 1997) (exemptions from disclosure set forth in federal Freedom of Information Act apply to federal agencies but not to state agencies).

Federal confidentiality requirements may be a concern if the Florida governmental entity or officer is acting as an instrumentality or agent of the federal government. In such a case, a federal agency may assert ownership of records and assert federal jurisdiction and protection of such records. *See, e.g., U.S. v. Story County, Iowa*, 28 F. Supp. 3d 861, 872 (S.D. Iowa 2014) (emails of sheriff from his county email account were sent in his capacity of an appointed board member of an independent authority within an agency of the United States Department of Commerce, and were federal records subject to federal jurisdiction since "the subject emails were not 'produced by or originated from' [the sheriff's] role as … Sheriff nor were they held by [the sheriff] in his official capacity as … sheriff."). *Compare Housing Authority of the City of Daytona Beach v. Gomillion*, 639 So. 2d 117 (Fla. 5th DCA 1994) (tenant records of a state public housing authority were not protected under federal law because the federal agency was not involved in the day-to-day operations of the authority).

Records received from a federal agency may have a statutory or regulatory basis for protection. *Morris v. Whitehead*, 588 So. 2d 1023 (Fla. 2d DCA 1991) (holding confidential records received by a state run housing authority from the federal government may not be disclosed where there was a statutorily-authorized agreement between agencies that the state

housing authority will maintain the confidentiality of the materials received); *Miami Herald Media Company v. Florida Department of Transportation*, 345 F. Supp. 3d 1349, 1356 (N.D. Fla. 2018) (state agency could not disclose records when federal safety board investigating bridge collapse took control over dissemination of records relating to the investigation, designated the Florida Department of Transportation (FDOT) as a party to assist NTSB in the investigation, and directed the state agency to not disclose the information contained in those records by agreement and as authorized by federal regulation); *but see Lakeland Ledger Publishing Co. v. Sch. Bd. of Polk Co.*, GV-G-91-3803 (Fla. 10th Cir. Ct. Nov. 21, 1991), available online in the Cases database at the open government site at myfloridalegal.com (relying on *Morris v. Whitehead, supra*, to determine a map prepared by the U.S. Justice Department concerning desegregation of Lakeland schools and given to school district employees was a public record and open to inspection).

If litigation ensues with respect to whether the disclosure of a record is subject to federal law, under some circumstances the federal agency may be considered a real party in interest, and the matter may be removed to federal court. *See e.g., Miami Herald Media Company v. Florida Department of Transportation, supra*, 345 F. Supp. 3d at 1356 (denying a motion to remand case to state court after the United States removed matter to federal district court because the federal agency in the suit was a real party in interest); *compare In re Motion to Compel Compliance to Minnesota Department of Health v. All Temporaries Midwest, Inc,* 423 F. Supp. 3d 670, 678 (D. Minn. 2019) (remanding matter to state court despite assertion of federal agency that it was a real party in interest; subpoenaed records were collected pursuant to state law and a state investigation, and thus subject to state law, notwithstanding a joint investigation by the federal agency.).

Records do not become subject to disclosure merely because they are *not* entitled to federal protection. *City of Miami v. Metropolitan Dade County*, 745 F. Supp. 683 (S.D. Fla. 1990) (records provided by the United States Attorney's Office to a criminal defendant were active criminal investigative records in the hands of the Florida governmental entities).

2. Copyrighted records

a. Copyrights held by agencies

In the absence of statutory authorization, a public official is not empowered to obtain a copyright for material produced by his or her office in connection with the transaction of official business. *Microdecisions, Inc. v. Skinner,* 889 So. 2d 871 (Fla. 2d DCA 2004), *review denied,* 902 So. 2d 791 (Fla. 2005), *cert. denied,* 126 S.Ct. 746 (2005) (property appraiser not authorized to assert copyright protection for the Geographic Information System maps created by his office). *Accord* AGOs 03-42, 88-23, and 86-94. *Cf.* AGO 00-13 (in the absence of express statutory authority, state agency not authorized to secure a trademark).

Section 119.084(2), F.S., however, specifically authorizes agencies to hold a copyright for data processing software created by the agency. The agency may sell the copyrighted software to public or private entities or may establish a license fee for its use. *See also* s. 24.105(10), F.S., authorizing the Department of the Lottery to hold patents, copyrights, trademarks and service marks; and see ss. 286.021 and 286.031, F.S., prescribing duties of the Department of State with respect to authorized copyrights obtained by state agencies.

b. Copyrighted material obtained by agencies

The federal copyright law vests in the owner of a copyright, subject to certain limitations, the exclusive right to do or to authorize, among other things, the reproduction of the copyrighted work and the distribution of the copyrighted work to the public by sale or other transfer of ownership. *See* AGO 97-84, citing to pertinent federal law and interpretive cases. However, the Attorney General's Office has concluded that the fact that material received by a state agency may be copyrighted does not preclude the material from constituting a public record. For example, AGO 90-102 advised that copyrighted data processing software which was not specifically designed or created for the county but was being used by the county in its official capacity for official county business fell within the definition of "public record."

Moreover, in *State, Department of Health and Rehabilitative Services v. Southpointe Pharmacy,* 636 So. 2d 1377, 1382-1383 (Fla. 1st DCA 1994), the court rejected a state agency's argument that a transcript of a hearing that had been copyrighted by the court reporter and filed with the agency should not be copied without the copyright holder's permission. The court stated that the agency was under a statutory obligation to preserve all testimony in the proceeding and make a transcript available in accordance with the fees set forth in Ch. 119, F.S. *And see* AGO 75-304 (agency may not enter into agreement with court reporter to refer all requests for copies of agency proceedings to court reporter who originally transcribed proceedings; agency must provide copies of transcripts in accordance with charges set forth in Public Records Act).

The federal copyright law, when read together with Ch. 119, F.S., authorizes and requires the custodian of records of the Department of State to make maintenance manuals supplied to that agency pursuant to law, available for examination and inspection purposes. AGO 03-26. "With regard to reproducing, copying, and distributing copies of these maintenance manuals which are protected under the federal copyright law, state law must yield to the federal law on the subject." *Id.* The custodian should advise individuals seeking to copy such records of the limitations of the federal copyright law and the consequences of violating its provisions; such notice may take the form of a posted notice that the making of a copy may be subject to the copyright law. AGOs 03-26 and 97-84. However, it is advisable for the custodian to refrain from copying such records himself or herself. AGO 03-26. *But see State v. Allen,* 14 F.L.W. Supp. 172a (Fla. 7th Cir. Ct. November 2, 2006), in which the court found that the defendant was entitled to inspect and copy the copyrighted operating manual for the radar unit used by the police "pursuant to Florida Constitution, Article I section 24 and/or Defendant's fundamental right to due process of law." The court noted that if the police department declined to make copies, the defendant or his representative should be allowed reasonable access to the documents and a copy machine to make copies.

Moreover, as noted by the court in *State, Department of Health and Rehabilitative Services v. Southpointe Pharmacy, supra,* once a transcript of an administrative hearing conducted by or on behalf of an agency has been filed with the agency, the transcript becomes a public record, without regard to who ordered the transcription or bore its expense. The agency which is under a statutory obligation to preserve all testimony can charge neither the parties nor the public more than the charges authorized by Ch. 119, F.S., regardless of the fact that the court reporter may have copyrighted the transcript.

G. FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

1. Inspection of public records

Providing access to public records is a statutory duty imposed by the Legislature upon all record custodians and should not be considered a profit-making or revenue-generating operation. AGO 85-03. Thus, public information must be open for inspection without charge unless otherwise expressly provided by law. *See State ex rel. Davis v. McMillan,* 38 So. 666 (Fla. 1905). *See also* AGOs 84-03 and 76-34 (only those fees or charges which are authorized by statute may be imposed upon an individual seeking access to public records). *Cf.* AGO 75-50 (the fact that the record sought to be inspected is a tape recording as opposed to a written document is of no import insofar as the imposition of a fee for inspection is concerned).

Section 119.07(4)(d), F.S., however, authorizes the imposition of a special service charge when the nature or volume of public records to be inspected is such as to require *extensive* use of information technology resources, or *extensive* clerical or supervisory assistance, or both. The charge must be reasonable and based on the labor or computer costs actually incurred by the agency. *See Board of County Commissioners of Highlands County v. Colby,* 976 So. 2d 31 (Fla. 2d DCA 2008) (special service charge applies to requests for both inspection and copies of public records when extensive clerical assistance is required).

In addition, an agency may adopt a policy imposing a reasonable special service charge based

on the actual labor cost for clerical personnel who are required, due to the nature or volume of a public records request, to safeguard such records from loss or destruction during their inspection. AGO 00-11. For example, in AGO 00-11, the requested records were described as "original documents that have no recorded or maintained counterparts, such that, by their nature, they would need a heightened degree of protection from alteration or destruction." A determination of whether the nature or volume of the public records requires such extensive assistance must be made on a case-by-case basis; the special service charge may not be routinely imposed. *Id.*

Moreover, it would be difficult to justify the imposition of a fee for extensive clerical or supervisory assistance if the personnel providing such assistance were simultaneously performing regular duties. *Id. And see Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120 (Fla. 2016) (affirming trial court finding that two conditions—an hourly photocopying fee and an hourly supervisory fee—were imposed in violation of s. 119.07, F.S.).

2. Copies of public records

If no fee is prescribed elsewhere in the statutes, s. 119.07(4)(a)1., F.S., authorizes the custodian to charge a fee of up to 15 cents per one-sided copy for copies that are 14 inches by 81/2 inches or less. An agency may charge no more than an additional 5 cents for each two-sided duplicated copy. Section 119.07(4)(a)2., F.S. *And see* s. 119.011(7), F.S., defining the term "duplicated copies" to mean "new copies produced by duplicating, as defined in s. 283.30," F.S. "Duplicating" means "the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original." Section 283.30(3), F.S.

A charge of up to $1.00 per copy may be assessed for a certified copy of a public record. Section 119.07(4)(c), F.S.

For other copies, the charge is limited to the actual cost of duplication of the record. Section 119.07(4)(a)3., F.S. The phrase "actual cost of duplication" is defined to mean "the cost of the material and supplies used to duplicate the public record, but does not include the labor cost and overhead cost associated with such duplication." Section 119.011(1),F.S. An exception, however, exists for copies of county maps or aerial photographs supplied by county constitutional officers which may include a reasonable charge for the labor and overhead associated with their duplication. Section 119.07(4)(b), F.S. *Cf.* AGO 13-03 (while agency may charge "actual cost of duplication" if it sends public records via e-mail, agency did not identify any actual costs of duplication involved in forwarding copies of electronic mail in lieu of photocopying and "the definition [of actual cost of duplication] does not allow for the imposition of labor costs or associated overhead costs").

3. Special service charge for *extensive* use of clerical or supervisory labor or *extensive* information technology resources

Section 119.07(4)(d), F.S. provides that if the nature or volume of public records to be inspected or copied requires the extensive use of information technology resources or extensive clerical or supervisory assistance, or both, the agency may charge, in addition to the actual cost of duplication, a reasonable service charge based on the cost actually incurred by the agency for such extensive use of information technology resources or personnel. When warranted, the special service charge applies to requests for both inspection and copies of public records. *Board of County Commissioners of Highlands County v. Colby,* 976 So. 2d 31 (Fla. 2d DCA 2008).

Thus, while an agency may not refuse to allow inspection or copying of public records based upon the amount of records requested or the span of time which is covered by the public records request, if extensive use of information technology resources or clerical or supervisory personnel is needed in order to produce the requested records, the agency may impose a reasonable special service charge that reflects the actual costs incurred for the extensive use of such resources or personnel. *See* AGOs 92-38 and 90-07. *Cf. Trout v. Bucher,* 205 So. 3d 876 (Fla. 4th DCA 2016)

(supervisor of elections authorized to charge a reasonable fee based on the labor costs "actually incurred" to comply with Trout's request to inspect ballots in accordance with s. 119.07[5], F.S.).

a. Meaning of the term "extensive"

Section 119.07(4)(d), F.S., "does not identify the Legislature's intent as to what may constitute 'extensive use' and provides no definition of that term." AGO 13-03. In 1991, a divided First District Court of Appeal upheld a hearing officer's order rejecting an inmate challenge to a Department of Corrections rule that defined "extensive" for purposes of the special service charge to mean that it would take more than 15 minutes to locate, review for confidential information, copy and refile the requested material. *Florida Institutional Legal Services, Inc. v. Florida Department of Corrections,* 579 So. 2d 267 (Fla. 1st DCA 1991), *review denied,* 592 So. 2d 680 (Fla. 1991). The court agreed with the hearing officer that the burden was on the challenger to show that the administrative rule was invalid under Ch. 120, F.S, and the record did not indicate that the officer's ruling was "clearly erroneous" in this case.

In light of the lack of clear direction in the statute as to the meaning of the term "extensive," the Attorney General's Office has suggested that agencies implement the service charge authorization "in a manner that reflects the purpose and intent of the Public Records Act and that does not constitute an unreasonable infringement upon the public's statutory and constitutional right of access to public records." AGO 13-03. In addition, the Attorney General's Office also strongly encourages agencies to adopt a public records procedure that addresses imposition of special service charge. *Id.*

Moreover, the statute mandates that the special service charge be "reasonable." *See Carden v. Chief of Police,* 696 So. 2d 772, 773 (Fla. 2d DCA 1996), in which the court reviewed a challenge to a service charge that exceeded $4,000 for staff time involved in responding to a public records request, and said that an "excessive charge could well serve to inhibit the pursuit of rights conferred by the Public Records Act." Accordingly, the court remanded the case and required the agency to "explain in more detail the reason for the magnitude of the assessment." *Id. And see Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120, 129 (Fla. 2016), noting that "excessive, unwarranted special service charges deter individuals seeking public records from gaining access to the records to which they are entitled."

b. Meaning of the term "information technology resources"

"Information technology resources" is defined as data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance and training. Section 119.011(9), F.S. The term does not include a videotape or a machine to view a videotape. AGO 88-23. The fact that the request involves the use of information technology resources is not sufficient to incur the imposition of the special service charge; rather, *extensive* use of such resources is required. AGOs 13-03 and 99-41.

c. Cost to review records for exempt information

An agency is not ordinarily authorized to charge for the cost to review records for statutorily exempt material. AGO 84-81. However, the special service charge may be imposed for this work if the volume of records and the number of potential exemptions make review and redaction of the records a time-consuming task. *See Florida Institutional Legal Services v. Florida Department of Corrections,* 579 So. 2d at 269. *And see Agency for Health Care Administration v. Zuckerman Spaeder, LLP*, 221 So. 3d 1260 (Fla. 1st DCA 2017) (prior court decisions as well as the language in s. 119.07[4], F.S., dictate that the requester, who had submitted several voluminous public records requests for records which included confidential information "should be required to pay for the cost of searching, review, and redaction of exempted information prior to production").

Accordingly, because "the Public Records Act requires a records custodian to *determine* whether the requested records exist, *locate* the records, and *review* each record to determine if any

of those records are exempt from production," the agency may charge the special service charge as authorized under s. 119.07(4)(d), F.S., for the cost to review voluminous requested records for exempt material. *City of St. Petersburg v. Dorchester Holdings, LLC*, 331 So. 3d 799 (Fla. 2d DCA 2021). [Emphasis supplied by the court].

d. Calculation of labor cost

In *Board of County Commissioners of Highlands County v. Colby,* 976 So. 2d 31 (Fla. 2d DCA 2008), the court approved a county's special service charge pursuant to s. 119.07(4), F.S., which included both an employee's salary and benefits in calculating the labor cost for the special service charge, recognizing, however, that the charge must be reasonable and based upon the actual labor costs incurred by or attributable to the county. *See Trout v. Bucher,* 205 So. 3d 876 (Fla. 4th DCA 2016) (supervisor of elections not required to charge the lowest hourly rate of the employee capable of doing the work needed to comply with Trout's request to inspect ballots in accordance with s. 119.07[5], F.S., because s. 119.07[4][d] allows the agency to charge the labor cost of the personnel that is "actually incurred" by the agency where extensive assistance is required).

The term "supervisory assistance" has not been widely interpreted. *See Herskovitz v. Leon County,* No. 98-22 (Fla. 2d Cir. Ct. June 9, 1998), available online in the Cases database at the open government site at myfloridalegal.com, concluding that an appropriate charge for supervisory review is "reasonable" in cases involving a large number of documents that contain some exempt information. In *State v. Gudinas,* No. CR 94-7132 (Fla. 9th Cir. Ct. June 1, 1999), available online in the Cases database at the open government site at myfloridalegal.com, the circuit judge approved a rate based on an agency attorney's salary when the attorney was required to review exempt material in a voluminous criminal case file. The court noted that "only an attorney or paralegal" could responsibly perform this type of review because of the "complexity of the records reviewed, the various public record exemptions and possible prohibitions, and the necessary discretionary decisions to be made with respect to potential exemptions."

e. Reasonable deposit or advance payment

Section 119.07(4)(a)1., F.S., states that the custodian of public records shall furnish a copy or a certified copy of the record "upon payment of the fee prescribed by law . . . ." *See Wootton v. Cook,* 590 So. 2d 1039, 1040 (Fla. 1st DCA 1991) (if a requestor "identifies a record with sufficient specificity to permit [the agency] to identify it *and forwards the appropriate fee*, [the agency] must furnish by mail a copy of the record.") (e.s.); and *Promenade D'Iberville, LLC v. Sundy* 145 So. 3d 980, 983 (Fla. 1st DCA 2014) (a records custodian may delay production "if the requesting party fails to remit the appropriate fees").

Accordingly, an agency's policy of requiring the payment of a deposit prior to redaction and delivery of hundreds of telephone recordings related to a criminal trial was determined to be "facially reasonable." *Morris Publishing Group, LLC v. State,* 154 So. 3d 528, 534 (Fla. 1st DCA 2015), *review denied,* 163 So. 3d 512 (Fla. 2015). *Accord Board of County Commissioners of Highlands County v. Colby,* 976 So. 2d 31, 37 (Fla. 2d DCA 2008), noting that a "policy of requiring an advance deposit seems prudent given the legislature's determination that taxpayers should not shoulder the entire expense of responding to an extensive request for public records." "[T]he reasonableness of a policy and its application — based on the facts in a particular case — guides whether an abuse of discretion is shown." *Morris Publishing Group, LLC* at 534. *And see Agency for Health Care Administration v. Zuckerman Spaeder, LLP*, 221 So. 3d 1260 (Fla. 1st DCA 2017) (lower court abused its discretion by ordering the agency to produce a large number of responsive public records within 48 hours of the issuance of the order without requiring advance payment of the agency's invoices associated with production of the records); *City of St. Petersburg v. Dorchester Holdings, LLC,* 331 So. 3d 799 (Fla. 2d DCA 2021) (trial court erred in holding that the City's prepayment request constituted an unlawful interference with requester's right of access to public records). *Compare Miami Dade College v. Nader + Museu I, LLLP*, 373 So. 3d 10

(Fla. 3d DCA 2022) (trial court properly denied agency's requested fees after production based on the agency's failure to provide the requester with an estimate of the anticipated costs to fulfill the public records request or an invoice prior to production, as required by agency policy, nor did the parties agree in advance to the charges).

An agency may refuse to produce additional records if the fees for a previous request for records have not been paid by the requestor. *See Lozman v. City of Riviera Beach,* 995 So. 2d 1027 (Fla. 4th DCA 2008) (s. 119.07[4], F.S., "does not require the City to do any more than what it did in this case," *i.e.*, require Lozman to pay the bill for the first group of records he requested before the city would make any further documents available). *And see* AGO 05-28 (custodian authorized to bill the requestor for any shortfall between the deposit and the actual cost of copying the public records when the copies have been made and the requesting party subsequently advises the city that the records are not needed). *Compare Smith v. State*, 335 So. 3d 795 (Fla. 2d DCA 2022) (Smith's failure to timely pay fees to obtain requested public records does not permit the agency to ban him from ever obtaining records in the future, provided Smith pays the amount owing for the first request).

4. Requests for information regarding costs to obtain public records

In order to comply with the statutory directive that an agency provide copies of public records upon payment of the statutory fee, an agency must respond to requests for information as to copying costs. *Wootton v. Cook, supra. See also Woodard v. State,* 885 So. 2d 444 (Fla. 4th DCA 2004), remanding a case for further proceedings where the custodian forwarded only information relating to the statutory fee schedule rather than the total cost to copy the requested records.

In *Miami Dade College v. Nader + Museu I, LLLP*, 373 So. 3d 10 (Fla. 3d DCA 2022), the court affirmed the trial court's refusal to grant an agency's motion to collect fees under s. 119.07(4)(d), F.S., because the agency failed to provide the requester with an estimate or invoice prior to production thereby violating both its own policies and procedures and the language of s. 119.07(4), F.S. *And see* AGO 13-03, in which the Attorney General's Office strongly encouraged agencies to adopt a public records procedure that addresses imposition of special service charge.

5. Requests for free copies of public records

An agency is not precluded from choosing to provide informational copies of public records without charge. AGO 90-81.

However, chapter 119, F.S., does not contain a provision that prohibits agencies from charging indigent persons or inmates the applicable statutory fee to obtain copies of public records. *See Roesch v. State,* 633 So. 2d 1, 3 (Fla. 1993) (indigent inmate not entitled to receive copies of public records free of charge nor to have original state attorney files mailed to him in prison; prisoners are "in the same position as anyone else seeking public records who cannot pay" the required costs); *Potts v. State,* 869 So. 2d 1223 (Fla. 2d DCA 2004) (no merit to inmate's contention that Ch. 119, F.S., entitles him to free copies of all records generated in his case); *Bennett v. Clerk of Circuit Court Citrus County,* 150 So. 3d 277 (Fla. 5th DCA 2014) (authority providing indigent criminal defendants with free copies does not extend beyond the direct appeal of judgment and sentence and transcripts of evidentiary hearings held on postconviction claims); *Milner v. State*, 196 So. 3d 569 (Fla. 4th DCA 2016) (indigent prisoners are not entitled to free copies of records under the Public Records Act); and *Yanke v. State,* 588 So. 2d 4 (Fla. 2d DCA 1991), *review denied,* 595 So. 2d 559 (Fla. 1992), *cert. denied,* 112 S.Ct. 1592 (1992) (prisoner must pay copying and postage charges to have copies of public records mailed to him). *And see State, Department of Health and Rehabilitative Services v. Southpointe Pharmacy,* 636 So. 2d 1377, 1382n.7 (Fla. 1st DCA 1994) (indigent person "is not relieved by his indigency" from paying statutory costs to obtain public records). *Cf. Siegmeister v. Johnson*, 240 So. 3d 70 (Fla. 1st DCA 2018) (Public Records Act does not require government officials to move records from where they are being maintained to a different place convenient to the requester, citing to *Roesch v. State*).

Similarly, a labor union must pay the costs stipulated in Ch. 119, F.S., for copies of documents it has requested from a public employer for collective bargaining purposes because "[a] labor union seeking information from the employer with whom it is locked in collective bargaining negotiations is not exempt from the Florida Public Records Act." *City of Miami Beach v. Public Employees Relations Commission,* 937 So. 2d 226 (Fla. 3d DCA 2006). *And see* Inf. Op. to Garganese, April 14, 1998 (authority to charge city council member for copies of public records).

A school district is under no statutory obligation to provide copies of public records free of charge to individual members of a school advisory council, but a school district may formulate a policy for the distribution of such records. AGO 99-46. If it is found that the *advisory council* needs certain school records in order to carry out its statutory functions, such records should be provided to the *council* in the same manner that records related to agenda items are provided to school board members. *Id. Cf.* Inf. Op. to Martin, November 20, 2006 (school board policy requiring that a request for information by an individual board member requiring more than sixty minutes of staff time to prepare must be presented to the school board for approval would be invalid if the school board member is asking under public records law; however, the school board member would be subject to any charges allowed by Chapter 119, F.S.).

6. Authority to charge for development, travel or overhead costs

An agency should not consider the furnishing of public records to be a "revenue-generating operation." AGO 85-03. *See also* AGO 89-93 (city not authorized to sell copies of its growth management book for $35.00 each when the actual cost to reproduce the book is $15.10 per copy; city is limited to charging only the costs authorized by Ch. 119, F.S.).

The Public Records Act does not authorize the addition of overhead costs such as utilities or other office expenses to the charge for public records. AGO 99-41. Similarly, an agency may not charge for travel time to obtain public records stored off-premises. AGO 90-07. For example, if municipal pension records are stored in a records storage facility outside city limits, the city may not pass along to the public records requester the costs to retrieve the records. Inf. Op. to Sugarman, September 5, 1997. *Cf. Cone & Graham, Inc. v. State,* No. 97-4047 (Fla. 2d Cir. Ct. October 7, 1997), available online in the Cases database at the open government site at myfloridalegal.com (an agency's decision to "archive" older e-mail messages on tapes so that they could not be retrieved or printed without a systems programmer was analogous to an agency's decision to store records off-premises in that the agency rather than the requester must bear the costs for retrieving the records).

An agency may not assess fees designed to recoup the original cost of developing or producing the records. AGO 88-23 (state attorney not authorized to impose a charge to recover part of costs incurred in production of a training program; the fee to obtain a copy of the videotape of such program is limited to the actual cost of duplication of the tape). *And see State, Department of Health and Rehabilitative Services v. Southpointe Pharmacy,* 636 So. 2d 1377, 1382 (Fla. 1st DCA 1994) (once a transcript of an administrative hearing is filed with the agency, the transcript becomes a public record regardless of who ordered the transcript or paid for the transcription; the agency can charge neither the parties nor the public a fee that exceeds the charges authorized in the Public Records Act). *Cf.* s. 119.07(4)(b), F.S., providing that the charge for copies of county maps or aerial photographs supplied by county constitutional officers may also include a reasonable charge for the labor and overhead associated with their duplication.

Therefore, unless a specific request for copies requires extensive clerical or supervisory assistance or extensive use of information technology resources so as to trigger the special service charge authorized by s. 119.07(4)(d), F.S., an agency may charge only the actual cost of duplication for copies of computerized public records. AGO 99-41. The imposition of the service charge, however, is dependent upon the nature or volume of records requested, not on the cost to either develop or maintain the records or the database system. *Id. And see* AGO 13-03.

7. Fees to obtain agency records held by private companies

Although an agency may contract with private companies to provide information also obtainable through the agency, it may not abdicate its duty to produce such records for inspection and copying by requiring those seeking public records to do so only through its designee and then paying whatever fee that company may establish for its services. AGO 02-37. The agency is the custodian of its public records and, upon request, must produce such records for inspection and copy such records at the statutorily prescribed fee. *Id. Accord* AGO 13-03. *And see* AGO 05-34 (while the property appraiser may provide public records, excluding exempt or confidential information, to a private company, the property appraiser may receive only those fees that are authorized by statute and may not, in the absence of statutory authority, enter into an agreement with the private company where the property appraiser provides such records in exchange for either in-kind services or a share of the profits or proceeds from the sale of the information by the private company). *Cf.* s. 119.0701(2)(b)2., F.S., requiring that certain contracts contain a provision stipulating that upon request from the public agency's custodian of public records, the contractor must provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in ch. 119 or as otherwise provided by law.

8. Sales tax

In AGO 86-83, the Attorney General's Office advised that the sales tax imposed pursuant to s. 212.05, F.S., is not applicable to the fee charged for providing copies of records under s. 119.07, F.S. *See* s. 5(a) of Department of Revenue Rule 12A-1.041, F.A.C., stating that "[t]he fee prescribed by law, or the actual cost of duplication, for providing copies of public records . . . under Chapter 119, F.S., is exempt from sales tax."

9. Confidential records

Unless another fee to obtain a particular record is prescribed by law, an agency may not charge fees that exceed those in Ch. 119, F.S, when providing copies of confidential records to persons who are authorized to obtain them. For example, in AGO 03-57, the Attorney General's Office advised that persons who are authorized by statute to obtain otherwise confidential autopsy photographs should be provided copies in accordance with the provisions of the Public Records Act, *i.e.,* s. 119.07(4), F.S. The medical examiner is not authorized to charge a fee that exceeds those charges. *Id.*

10. Requester makes his/her own copies

Section 119.07(3)(a), F.S., provides a "right of access to public records for the purpose of making photographs of the record while such record is in the possession, custody, and control of the custodian of public records." This subsection "applies to the making of photographs in the conventional sense by use of a camera device to capture images of public records but excludes the duplication of microfilm in the possession of the clerk of the circuit court" if the clerk can provide a copy of the microfilm. Section 119.07(3)(b), F.S.

The photographing is to be done in the room where the public records are kept. Section 119.07(3)(d), F.S. However, if in the custodian's judgment, this is impossible or impracticable, the copying shall be done in another room or place, as close as possible to the room where the public records are kept. *Id.* Where provision of another room or place is necessary, the expense of providing the same shall be paid by the person who wants to copy the records. *Id.* The custodian may charge the person making the copies for supervision services. Section 119.07(4)(e)2., F.S. In such cases the custodian may not charge the copy charges authorized in s. 119.07(4)(a), F.S., but may charge only the supervision service charge authorized in s. 119.07(4)(e)2., F.S. *See* AGO 82-23. *Cf. Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120, 122 (Fla. 2016) (affirming trial court finding that two conditions—"an hourly photocopying fee and an hourly supervisory fee"—were imposed in violation of s. 119.07, F.S.).

11. Fee issues relating to specific records

a. Clerk of court records

(1) County records

Pursuant to s. 125.17, F.S., the clerk of the circuit court serves as the ex officio clerk to the board of county commissioners. Records maintained by the clerk which relate to this function (*e.g.*, county resolutions, budgets, minutes, etc.) are public records which are subject to the copying fees set forth in Ch. 119, F.S., and not the service charges set forth in Ch. 28, F.S. AGO 85-80. *Accord* AGO 94-60 (documents such as minutes of public meetings, which are in the custody of the clerk as ex officio clerk of the board of county commissioners, are not subject to the $1.00 per page charge prescribed in Ch. 28). *See also* AGO 82-23 (when members of the public use their own photographic equipment to make their own copies, the clerk is not entitled to the fees prescribed in s. 28.24, F.S., but is entitled only to the supervisory service charge now found in s. 119.07[4][e]2., F.S.).

(2) Judicial records

When the clerk is exercising his or her duties derived from Article V of the Constitution, the clerk is not subject to legislative control. *Times Publishing Company v. Ake,* 660 So. 2d 255 (Fla. 1995). Thus, when the clerk is acting in his or her capacity as part of the judicial branch of government, access to the judicial records under the clerk's control is governed exclusively by Fla. R. Gen. Prac. & Jud. Admin. 2.420, Public Access to and Protection of Judicial Records. *Id. See* Fla. R. Gen Prac. & Jud. Admin. 2.420(b)(2), defining the term "judicial branch" for purposes of the rule, to include "the clerk of court when acting as an arm of the court."

Florida Rule of General Practice and Judicial Administration 2.420(m)(3) states that "[f]ees for copies of records in all entities in the judicial branch of government, *except for copies of court records*, shall be the same as those provided in section 119.07, Florida Statutes." (e.s.). The fees to obtain copies of court records are set forth in s. 28.24, F.S. This statute establishes fees that are generally higher than those in Ch. 119, F.S. For example, the charge to obtain copies of court records is $1.00 per page, rather than 15 cents per page as established in s. 119.07(4)(a)1., F.S. *And see* s. 28.222(7), F.S., providing that the Official Records are open to the public, but the clerk is not required to perform any service in connection with the making of copies without payment of service charges as provided in s. 28.24, F.S. *Cf. WFTV, Inc. v. Wilken,* 675 So. 2d 674 (Fla. 4th DCA 1996).

b. Department of Highway Safety and Motor Vehicles crash reports

In the absence of statutory provision, the charges authorized in s. 119.07(4), F.S., govern the fees to obtain copies of crash reports from law enforcement agencies. However, there are specific statutes which apply to fees to obtain copies of reports from the Department of Highway Safety and Motor Vehicles. Section 321.23(2)(a), F.S., provides that the fee to obtain a copy of a crash report from the department is $10.00 per copy. A copy of a homicide report is $25 per copy. Section 321.23(2)(b), F.S. Separate charges are provided for photographs. Section 321.23(2)(d), F.S.

H. REMEDIES AND PENALTIES

1. Voluntary mediation program

Section 16.60, F.S., establishes an informal mediation program within the Office of the Attorney General as an alternative for resolution of open government disputes. For more information about the voluntary mediation program, please contact the Office of the Attorney General at the following address: The Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050; telephone (850)245-0140; or you may visit the Office of the Attorney General website: www.myfloridalegal.com.

2. Civil action

a. Remedies

A person denied the right to inspect and/or copy public records under the Public Records Act may bring a civil action against the agency to enforce the terms of Ch. 119, F.S. *Cf.* s. 119.07(8), F.S. (s. 119.07, F.S., may not be used by an inmate as the basis for failing to timely litigate any postconviction action).

Before filing a lawsuit, the petitioner must have furnished a public records request to the agency. *Villarreal v. State,* 687 So. 2d 256 (Fla. 1st DCA 1996), *review denied,* 694 So. 2d 741 (Fla. 1997), *cert. denied,* 118 S.Ct. 316 (1997) (improper to order agency to produce records before it has had an opportunity to comply); and *Maraia v. State,* 685 So. 2d 851 (Fla. 2d DCA 1995) (public records action dismissed where petitioner failed to file a request for public records with the records custodian before filing suit). *Cf. Coconut Grove Playhouse, Inc. v. Knight-Ridder, Inc.,* 935 So. 2d 597 (Fla. 3d DCA 2006) (trial court order departed from essential requirements of law by requiring defendant in a public records action to produce its records as a sanction for failure to respond to a discovery subpoena).

Where a multi-agency law enforcement task force had been created by a mutual aid agreement and the agreement did not indicate an intent to create a separate legal entity capable of being sued in its own name, a requestor could not sue the task force for production of records; however, as the agreement did not specify which agency would be responsible for responding to public records requests, an action could be brought against any of the member agencies to produce records in the possession of the task force. *Ramese's, Inc. v. Metropolitan Bureau of Investigation,* 954 So. 2d 703 (Fla. 5th DCA 2007).

(1) Mandamus petition and alternative writ

Mandamus is an appropriate remedy to enforce compliance with the Public Records Act. *See Chandler v. City of Greenacres,* 140 So. 3d 1080, 1083 (Fla. 4th DCA 2014); *Weeks v. Golden,* 764 So. 2d 633 (Fla. 1st DCA 2000); *Smith v. State,* 696 So. 2d 814 (Fla. 2d DCA 1997); *Donner v. Edelstein,* 415 So. 2d 830 (Fla. 3d DCA 1982). *See also Farmer v. State,* 927 So. 2d 1075 (Fla. 2d DCA 2006) (trial court should treat motion to compel production of public records as petition for writ of mandamus); *Major v. Hallandale Beach Police Department*, 219 So. 3d 856 (Fla. 4th DCA 2017) (petition for writ of mandamus filed against a governmental agency must attach a copy of any record that supports the petition); and *Doe v. DeSantis*, 49 F.L.W. D1260a (Fla. 1st DCA June 12, 2024) (affirming dismissal of petition for mandamus relief because the petition was filed anonymously and failed to comply with Florida Rule of Civil Procedure 1.630, which requires every pleading to have a caption containing the name of all of the parties).

To be entitled to a writ of mandamus, a petitioner must demonstrate a clear legal right to the performance of clear legal duty of a public officer and have no other legal remedies available. *Doe v. DeSantis, supra. Cf. Wilkinson v. State Attorney's Office*, 345 So. 3d 925 (Fla. 3d DCA 2022) (mandamus is an extraordinary remedy that appellate court will not entertain since petitioner has an adequate alternative remedy to enforce Ch. 119); and *City of Pembroke Pines v. Town of Southwest Ranches,* 362 So. 3d 223 (Fla. 4th DCA 2023) (trial court properly dismissed city's public records lawsuit against another municipality because the city had not exhausted the dispute resolution procedures in Ch. 164, F.S.).

A petition for writ of mandamus is an appropriate vehicle to challenge the denial of a public records request, even where an exemption has been asserted. *Deeson Media, LLC v. City of Tampa*, 291 So. 3d 974 (Fla. 2d DCA 2019). *Cf. Agency for Health Care Administration v. Zuckerman Spaeder, LLP*, 221 So. 3d 1260 (Fla. 1st DCA 2017) (mandamus relief ordering agency to produce records within 48 hours and prior to requester's payment of invoices or agency's opportunity to review and redact exempt material was improper because agency's duty was not "ministerial" and requester's right to the records was not "indisputable").

To establish a cause of action under the Public Records Act, a party must show that "they made a specific request for public records, the [respondent] received it, the requested public records exist, and the [respondent] improperly refused to produce [the public records] in a timely manner." *Moeller v. Southeast Florida Behavioral Health Network, Inc,* 49 F.L.W. D1713 (Fla. 4th DCA August 14, 2024), quoting from *O'Boyle v. Town of Gulf Stream,* 257 So. 3d 1036, 1040 (Fla. 4th DCA 2018). If the mandamus petition is facially sufficient, the circuit court must issue an alternative writ of mandamus upon the respondents. Fla. R. Civ. P. 1.630(d)(2). *See Moeller v. Southeast Florida Behavioral Health Network, Inc., supra.,* noting that Rule 1.630 inures to the benefit of the respondent, as the purpose of the alternative writ is to allow the non-moving party to show cause as to why relief should not be granted. *See also Radford v. Brock,* 914 So. 2d 1066 (Fla. 2d DCA 2005) (trial judge dismissal of a writ of mandamus directed to clerk of court and court reporter who were alleged to be records custodians was erroneous because trial judge did not issue an alternative writ of mandamus requiring the clerk and court reporter to show cause why the writ should not be issued, and because there was no sworn evidence refuting the petitioner's allegations). *Compare Scott v. Lee County School Board*, 310 So. 3d 163 (Fla. 2d DCA 2021) (trial court properly dismissed facially insufficient petition that did not attach the requester's public records request); and *Stern v. City of Miami Beach,* 359 So. 3d 1209 (Fla. 3d DCA 2023) (trial court did not err by dismissing Stern's public records complaint without first issuing an alternative writ of mandamus; Stern repeatedly refused to proceed in several prior scheduled hearings and the issuance of an alternative writ "would have been an exercise in futility").

Thus, a petition for writ of mandamus should not have been dismissed based on the agency's response that the requested records "would have been destroyed" in accordance with agency policy. *Brown v. State,* 152 So. 3d 739, 741 (Fla. 4th DCA 2014). Similarly, the trial judge erred in dismissing a petition seeking records relating to the chain of custody for a weapon without issuing an alternative writ of mandamus. *Tracy v. State*, 219 So. 3d 958 (Fla. 1st DCA 2017). The agency had produced an evidence card showing that the weapon in question had been destroyed; accordingly, the trial court concluded that dismissal was appropriate as there were no records to produce. However, because the petitioner contended that additional records were available, the appellate court found that "factual disputes remain." On remand, "if the [agency] fails to provide sworn evidence that all available information has been provided, the trial court must conduct an evidentiary hearing on the issue prior to denying the claim."

Similarly, a trial judge should not have dismissed the appellant's "motion for postconviction relief to enforce provisions of the Public Records Act" based on lack of jurisdiction. Even though the motion should not have been filed in the appellant's criminal case because he was found not guilty of the charge, "the circuit court has jurisdiction and the authority to grant mandamus relief" pursuant to art. V s. 5(b), Fla. Const. *Howard v. State,* 378 So. 3d 684 (Fla. 2d DCA 2024). *Compare Miller v. State,* 363 So. 3d 1171 (Fla. 6th DCA 2023) (trial court did not abuse its discretion in denying Miller's 'Motion for Postconviction Relief to Enforce Provisions of Florida's Public Records Law' because Miller "did not sufficiently allege the bases for his dispute with the State's assertion that no records existed".)

Mandamus is a "one time order by the court to force public officials to perform their legally designated employment duties." *Town of Manalapan v. Rechler,* 674 So. 2d 789, 790 (Fla. 4th DCA 1996), *review denied,* 684 So. 2d 1353 (Fla. 1996). Thus, a trial court erred when it retained continuing jurisdiction to oversee enforcement of a writ of mandamus granted in a public records case. *Id. See also Stone v. Ward,* 752 So. 2d 100, 101 (Fla. 2d DCA 2000) ("It is well-settled that mandamus is not appropriate to control or regulate a general course of conduct for an unspecified period of time"). *Cf. Areizaga v. Board of County Commissioners of Hillsborough County,* 935 So. 2d 640 (Fla. 2d DCA 2006), *review denied,* 958 So. 2d 918 (Fla. 2007) (circuit courts may not refer extraordinary writs to mediation; thus, trial judge should not have ordered mediation of petition for writ of mandamus seeking production of public records).

(a) Hearing

Section 119.11(1), F.S., mandates that actions brought under Ch. 119 are entitled to an immediate hearing and take priority over other pending cases. *See Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee,* 189 So. 3d 120, 124 (Fla. 2016), in which the Court observed that "an accelerated civil action plays a critical role in the enforcement of the Public Records Act as is reflected in the title of section 119.11— 'Accelerated hearing; immediate compliance.'" *See also Matos v. Office of the State Attorney for the 17th Judicial Circuit,* 80 So. 3d 1149 (Fla. 4th DCA 2012) (an "immediate hearing does not mean one scheduled within a reasonable time, but means what the statute says: immediate"); and *Woodfaulk v. State,* 935 So. 2d 1225 (Fla. 5th DCA 2006) (s. 119.11, F.S., does not place specific requirements on a party requesting public records to obtain an accelerated hearing except the filing of an action to enforce the public records law).

The purpose of the hearing "is to allow the court to hear argument from the parties and resolve any dispute as to whether there are public records responsive to the request and whether an exemption from disclosure applies in whole or in part to the requested records." *Kline v. University of Florida*, 200 So. 3d 271 (Fla. 1st DCA 2016). For example, a circuit court order dismissing a mandamus petition seeking an investigative report was reversed on appeal because the judge based his decision on the "*unpled and unsworn factual explanation from the non-evidentiary initial hearing*" that the report was exempt from disclosure under s. 766.101, F.S. *Moeller v. Southeast Florida Behavioral Health Network, Inc.,* 49 F.L.W. D1713 (Fla. 4th DCA August 14, 2024). (Emphasis supplied by the court].

Similarly, an order dismissing a public records complaint filed against a sheriff was overturned on appeal because the judge failed to hold a hearing before entering the order. "Although the sheriff may ultimately not be able to retrieve these records, because of their age or another reason, the order in this case, entered without an evidentiary hearing, was premature." *Grace v. Jenne*, 855 So. 2d 262, 263 (Fla. 4th DCA 2003). *And see Rogers v. State*, 271 So. 3d 79, 80 (Fla. 3d DCA 2019) (hearing required where "there remains a disputed factual issue as to whether the State possesses the requested records"); *Ferrier v. Public Defender's Office, Second Judicial Circuit of Florida,* 171 So. 3d 744 (Fla. 1st DCA 2015) (circuit court erred in not conducting an evidentiary hearing "on the contested issue of whether [the agency] had the requested materials in its possession"); and *Holley v. Bradford County Sheriff's Department,* 171 So. 3d 805 (Fla. 1st DCA 2015) (because petitioner disputed the agency's "unsworn claim that it did not possess the requested records, the trial court could not deny [the] petition without conducting an evidentiary hearing on this issue"). The failure to hold a hearing may be remedied by a petition for writ of certiorari. *See Martinez v. State*, 969 So. 2d 1174, 1174-75 (Fla. 5th DCA 2007). *Cf. Paylan v. Office of the State Attorney,* 310 So. 3d 459 (Fla. 2d DCA 2020) (petitioner was denied due process when the judge issued an order scheduling a case management conference and then conducted an evidentiary hearing on the petition; the order did not give the petitioner notice that the judge would actually conduct a final evidentiary hearing and decide the petition on the merits.)

"A motion to dismiss tests the legal sufficiency of a complaint and does not resolve factual issues." *Clay County Education Association v. Clay County School Board*, 144 So. 3d 708, 709 (Fla. 1st DCA 2014). Therefore, the trial judge erred when he granted the agency's motion to dismiss based on the agency's "unsworn response . . . that it either had already provided the documents, did not have the information in the format requested, or could not produce the documents because they did not exist." *Id.* The appellate court remanded the case "for an immediate hearing under section 119.11[1] and, if necessary, further proceedings to resolve any factual disputes that remain between the parties' complaint and answer." *Id.*

Thus, "resolution of such disputed issues as notice and compliance must be litigated in an evidentiary setting." *Human Rights Defense Center v. Armor Correctional Health Services, Inc.,* 336 So. 3d 769 (Fla. 3d DCA 2021). *See also McDonough v. City of Homestead,* 305 So. 3d 316 (Fla. 3d DCA 2020) (absent waiver, an order denying mandamus relief without a hearing is premature); *Williams v. State*, 163 So. 3d 618 (Fla. 4th DCA 2015) (where petitioner asserted that the record produced by the agency was not the record he requested, trial judge erred by

denying prison inmate's petition for writ of mandamus without issuing an alternative writ to show cause and failing to hold an evidentiary hearing to resolve disputed issues of fact). *Cf. Morgan v. Wagner,* 73 So. 3d 815 (Fla. 4th DCA 2011), in which the Fourth District said it was "compelled to affirm" the lower court order dismissing the petitioner's public records action because there was no transcript or documentation in the appendix to show that petitioner had preserved "what may have been a valid procedural argument."

(b) In camera inspection

Section 119.07(1)(g), F.S., provides that in any case in which an exemption is alleged to exist pursuant to s. 119.071(1)(d) or (f), (2)(d), (e), or (f), or (4)(c), F.S., the public record or part of the record in question shall be submitted to the trial court for an in camera examination. *See City of St. Petersburg v. Romine ex rel. Dillinger,* 719 So. 2d 19 (Fla. 2d DCA 1998) (in camera review mandated when confidential informant exemption now found at s. 119.071[2][f], F.S., is asserted); *Walton v. Dugger,* 634 So. 2d 1059 (Fla. 1993); *Lopez v. Singletary*, 634 So. 2d 1054 (Fla. 1993) (records claimed by state attorney to constitute exempted work product must be produced for an in camera inspection); and *Environmental Turf, Inc. v. University of Florida Board of Trustees,* 83 So. 3d 1012 (Fla. 1st DCA 2012) (in camera inspection required where university claimed that records were exempt pursuant to s. 119.071[1][d], F.S. [attorney work product] and s. 1004.22, F.S. [proprietary research records]). *And see Weeks v. Golden*, 764 So. 2d 633 (Fla. 1st DCA 2009) ("We fail to see how the trial court can [determine whether an agency is entitled to a claimed exemption] without examining the records"). *Cf. Agrosource, Inc. v. Florida Department of Citrus,* 148 So. 3d 138 (Fla. 2d DCA 2014) (trial court finding after in camera review that certain prelitigation emails were exempt attorney work product was supported by competent substantial evidence).

An in camera inspection is also required so that the trial judge can determine whether the records can be redacted to remove exempt information. *See Holley v. Bradford County Sheriff's Department*, 171 So. 3d 805 (Fla. 1st DCA 2015) (trial court must conduct an in camera inspection of the records to determine whether they could be redacted to remove information identifying confidential informants); and *Gonzalez v. State*, 240 So. 3d 99 (Fla. 2d DCA 2018) (in the absence of an in camera inspection of the requested CDs, the circuit court could not conclude that their contents are exempt from disclosure under s. 119.071[3][a][2] or former s. 281.301; nor could it determine whether redaction was possible). *Cf. Executive Office of the Governor v. AHF MCO of Florida, Inc.,* 257 So. 3d 612 (Fla. 1st DCA 2018) (reversing trial judge order which found prospective information relating to Governor's detailed schedule and travel plans to be public even though the judge did not inspect the records and despite special agent's undisputed affidavit that premature disclosure of such information would reveal state law enforcement agency's "surveillance techniques, procedures, and personnel" made exempt under s. 119.071(2)(d), F.S., and jeopardize the security of the Governor and the agents who protect him). *And see City of Miami v. Blanco,* 336 So. 3d 1268 (Fla. 3d DCA 2022) (trial court departed from essential requirements of law by failing to conduct in camera review before granting defendant's motion to compel and/or for a subpoena for video camera recordings taken at police station following his arrest; without an in camera inspection, the judge could not determine whether the video recordings fell within the security plan exemptions in s. 119.071(3)(a) and former s. 281.301, F.S.)

Similarly, the Fourth District held that "it is fundamental error" for a trial court to decide whether a statutory exemption from disclosure for mediation communications required that such communications be redacted from the otherwise public transcript of a closed attorney client session without conducting an in camera hearing to assess whether the redactions were appropriately applied. *Everglades Law Center v. South Florida Water Management District,* 290 So. 3d 123 (Fla. 4th DCA 2019). The appellate court also observed that the trial court was "led astray by the parties' agreement that an in camera review of the transcript was not needed." *Id.*

While s. 119.07(1)(g), F.S., states that an in camera inspection is "discretionary" in cases where an exemption is alleged under s. 119.071(2)(c), F.S. (the exemption for active criminal investigative or intelligence information), it has been held that an in camera inspection is necessary in order for the court to determine whether the exemption applies to the records at issue. For example, in *Woolling v. Lamar*, 764 So. 2d 765, 768-769 (Fla. 5th DCA 2000), *review denied,* 786 So. 2d 1186 (Fla. 2001), the Fifth District noted that the state attorney had not presented "evidence to meet its burden that the records are exempt" under s. 119.071(2)(c), F.S.; therefore, an "in camera inspection by the lower court is . . . required so that the trial judge will have a factual basis to decide if the records are exempt. . . ." *See also Garrison v. Bailey,* 4 So. 3d 683 (Fla. 1st DCA 2009). *Compare Althouse v. Palm Beach County Sheriff's Office,* 89 So. 3d 288, 289 (Fla. 4th DCA 2012) (while trial court's failure to conduct an in camera inspection usually constitutes reversible error, in this case petitioner objected to an inspection and thereby precluded judge from conducting "an intelligent review of the documents;" accordingly, appellate court was "compelled to affirm" trial court's denial of a petition seeking documents relating to a pending criminal investigation).

Similarly, if a public records request involves electronic information stored on privately-owned devices, an agency's reasons for its lack of disclosure, "whether for reasons related to relevancy, the application of possible privileges, or otherwise, necessitates a judicial review of the available communications to identify those which are subject to disclosure and any defenses to allegations of noncompliance." *O'Boyle v. Town of Gulf Stream*, 257 So. 3d 1036, 1042 (Fla. 4th DCA 2018).

(2) Injunction

Injunctive relief may be available upon an appropriate showing for a violation of Ch. 119, F.S. *See Daniels v. Bryson,* 548 So. 2d 679 (Fla. 3d DCA 1989) (injunctive relief appropriate where there is a demonstrated pattern of noncompliance with the Public Records Act, together with a showing of likelihood of future violations; mandamus would not be an adequate remedy since mandamus would not prevent future harm). However, an injunction is not appropriate if the acts complained of have already been committed and there is not a well-grounded probability of similar future conduct. *Id. See Promenade D'Iberville, LLC v. Sundy,* 145 So. 3d 980, 984 (Fla. 1st DCA 2014).

(3) Declaratory relief sought by agencies

Historically, some agencies sought guidance from the court by filing an action for declaratory relief rather than comply with a pending public records request or asserting an exemption. *See, e.g.*, *Butler v. City of Hallandale Beach*, 68 So. 3d 278, 279 (Fla. 4th DCA 2011) ("Michael Butler appeals from a final judgment in a declaratory action filed by The City of Hallandale Beach [the City] . . . which sought a declaration that a list of recipients of a personal email . . . was not sent in connection with the discharge of any municipal duty and therefore, is not a public record under Florida's Public Records Law"). *Cf. Askew v. City of Ocala*, 348 So. 2d 308 (Fla. 1977) (trial court properly dismissed complaint for declaratory relief for failure to state a cause of action where public officials disagreed with Attorney General's advisory opinion and sought different judicial opinion).

However, s. 119.07(9), F.S., now reads: "After receiving a request to inspect or copy a record, an agency may not respond to that request by filing an action for declaratory relief against the requester to determine whether the record is a public record as defined by s. 119.011, or the status of the record as confidential or exempt from the provisions of s. 119.07(1)," F.S.

(4) Damages

Section 119.12, F.S. does not create a private right of action authorizing the award of monetary damages for a person who brings an action to enforce the provisions of Ch. 119, F.S. Section 119.12(4), F.S. Payments by the responsible agency may include only the reasonable

costs of enforcement, including reasonable attorney fees, directly attributable to a civil action brought to enforce the provisions of Ch. 119, F.S. *Id*.

b. Procedural issues

(1) Discovery

In the absence of an evident abuse of power, the trial court's exercise of discretion in matters associated with pretrial discovery in a public records action will not be disturbed. *Lorei v. Smith,* 464 So. 2d 1330, 1333 (Fla. 2d DCA 1985), *review denied,* 475 So. 2d 695 (Fla. 1985). In *Lorei*, the appellate court upheld the trial judge's denial of a request to permit discovery pertaining to the agency's procedures for maintaining public records. *Id.* The court noted that the interrogatories related to "the mechanics associated with the department's record maintenance, the internal policies or actions which lead to the development of files," and other matters which were not relevant to the question of whether the requested records were exempt from disclosure. *Id.*

The court cautioned, however, that "discovery in a context such as the one at hand may well be appropriate in the circumstance where a good faith belief exists that the public agency may be playing 'fast and loose' with the requesting party or the court, once its statutorily delegated authority is activated." *Id. Cf. Lopez v. State,* 696 So. 2d 725, 727 (Fla. 1997) (trial court's denial of motion to depose custodian affirmed because there were "no allegations that any documents had been removed"); and *Johnson v. State,* 769 So. 2d 990, 995 (Fla. 2000) (discovery not warranted based on "bare allegations" that additional records "should" exist).

(2) Mootness

In *Puls v. City of Port St. Lucie,* 678 So. 2d 514 (Fla. 4th DCA 1996), the court, noting that "[p]roduction of the records after the [public records] lawsuit was filed did not moot the issues raised in the complaint," remanded the case for an evidentiary hearing on whether there was an unlawful refusal of access to public records. *See also Times Publishing Company v. City of St. Petersburg,* 558 So. 2d 487, 491 (Fla. 2d DCA 1990) (while courts do not ordinarily resolve disputes unless a case or controversy exists, "since the instant situation is capable of repetition while evading review, we find it appropriate to address the issues before us concerning applicability of the Public Records Act for future reference"); *Mazer v. Orange County,* 811 So. 2d 857, 860 (Fla. 5th DCA 2002) ("the fact that the requested documents were produced in the instant case after the action was commenced, but prior to final adjudication of the issue by the trial court, does not render the case moot or preclude consideration of [the petitioner's] entitlement to fees under the statute"); *Grapski v. City of Alachua,* 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied,* 47 So. 3d 1288 (Fla. 2010) (because damage occurred when city refused to produce canvassing board minutes until approved by city commission, production after the fact did nothing to mollify appellants' injury and therefore issue was not moot as city's refusal "denied any realistic access for the only purpose appellants sought to achieve--review of the Minutes before the Commission meeting."); and S*chweickert v. Citrus County, Florida Board*, 193 So. 3d 1075, 1079 (Fla. 5th DCA 2016) ("We agree that Appellant's case was not rendered moot simply because the Board produced the requested documents after the filing of the initial complaint but prior to filing the amended complaint"). *Accord O'Boyle v. Town of Gulf Stream*, 257 So. 3d 1036, 1043 (Fla. 4th DCA 2018) (public records case did not become moot after the town provided unredacted records prior to the hearing, because there were collateral issues "yet to be decided by the trial court—specifically a determination whether the Town's initial redactions . . . were proper and whether any reasonable attorney's fees, costs, and expenses, should be awarded"). *Compare State v. Ingram,* 170 So. 3d 727 (Fla. 2015) (opinion of district court of appeal holding that prison inmate was entitled to unredacted version of videotaped statement of minor victim vacated following State's uncontested representation at oral argument before the Supreme Court that the videotape does not exist).

Similarly, in *Microdecisions, Inc. v. Skinner,* 889 So. 2d 871 (Fla. 2d DCA 2004), *review*

denied, 902 So. 2d 791 (Fla. 2005), *cert. denied,* 126 S.Ct. 746 (2005), the court found that a public records lawsuit over a custodian's requirement that a commercial company obtain a licensing agreement before using the records did not become moot when the custodian provided the company with the requested data after the lawsuit was filed. Because the data was delivered subject to a condition that it was for personal use only, a controversy remained concerning the validity of the custodian restriction on the use of the data. *And see Southern Coatings, Inc. v. City of Tamarac,* 916 So. 2d 19 (Fla. 4th DCA 2005) (federal court's dismissal of pendent claims based on state public records law is not a judgment on the merits and, therefore, not *res judicata* in a subsequent lawsuit in state court).

(3) Service of process

The service of process requirements in s. 48.111, F.S., apply to civil actions to enforce the public records law. *See Department of Children and Families v. Panno,* 312 So. 3d 1275 (Fla. 2d DCA 2021), interpreting the service of process requirements found in a prior version of s. 48.111. *Cf. Bivens v. Tony*, 368 So. 3d 16 (Fla. 4th DCA 2023) (petition for writ of mandamus deemed insufficient because it was directed against the wrong agency).

(4) Stay

If the person seeking public records prevails in the trial court, the public agency must comply with the court's judgment within 48 hours unless otherwise provided by the trial court or such determination is stayed within that period by the appellate court. Section 119.11(2), F.S. An automatic stay shall exist for 48 hours after the filing of a notice of appeal for public records and public meeting cases, which stay may be extended by the lower tribunal or the court on motion. Fla. R. App. P. 9.310(b)(2). *Cf. City of Sunny Isles Beach v. Gatto*, 338 So. 3d 1045 (Fla. 3d DCA 2022) (party seeking disclosure in public records litigation in which a stay has been granted ordinarily does not have possession of the challenged documents unless and until it has been determined, with finality, that the documents are subject to disclosure).

(5) Venue

The general rule is that a lawsuit against the state or an agency of the state is proper only in the county in which the defendant maintains its principal headquarters. *Florida Department of Children and Families v. Sun-Sentinel, Inc.*, 865 So. 2d 1278, 1286 (Fla. 2004). However, there is an exemption to the "home venue privilege" for Ch. 119 actions that involve access to confidential records and a good cause petition is filed to access those records. *Id. Cf. Scott v. Thompson*, 326 So. 3d 123 (Fla. 1st DCA 2021), finding that elections supervisors in eight Florida counties were entitled to exercise the home venue privilege in litigation filed against them seeking to order the supervisors to retain digital copies of paper ballots, and distinguishing *Florida Department of Children and Families v. Sun-Sentinel Inc.*, because the lawsuit against the Department of Children and Families involved access to confidential records that could not be made public without a determination of good cause, whereas the suit against the supervisors did not.

c. Attorney fees and costs

Section 119.12, F.S., provides authority for an award of reasonable costs of enforcement, including reasonable attorney fees, in civil actions filed to enforce the provisions of the Public Records Act, provided that certain conditions are met. *Cf. Managed Care of North America, Inc. v. Florida Healthy Kids Corporation*, 268 So. 3d 856, 862 (Fla. 1st DCA 2019)(s. 119.12 does not provide authority to award attorney's fees to a third party intervenor in a case where the litigation involved a request for a declaratory judgment to determine whether portions of bid documents constituted trade secrets); *Department of Health and Rehabilitative Services v. Martin*, 574 So. 2d 1223 (Fla. 3d DCA 1991) (error to award attorney's fees where order requiring production of records was entered pursuant to Adult Protective Services Act, rather than the Public Records Act). *See also O'Boyle v. Town of Gulf Stream*, 341 So. 3d 335 (Fla. 4th DCA 2022) and *Downs v. Austin*, 559 So. 2d 246 (Fla. 1st DCA 1990), *review denied*, 574 So. 2d 140 (Fla. 1990)

(s. 119.12, F.S. does not constitute authority for attorney's fees for litigating the amount of fee provided by that statute). *Cf.* AGO 16-16 (hospital district not authorized to reimburse an individual *board member's* attorney fees incurred by her in responding to a public records request pertaining to her board service when no suit, claim, charge, or action has been instituted against the commissioner during the time the attorney fees were incurred).

A successful pro se litigant may recover reasonable costs under this section. *Weeks v. Golden,* 764 So. 2d 633 (Fla. 1st DCA 2000); *Wisner v. City of Tampa Police Department*, 601 So. 2d 296 (Fla. 2d DCA 1992). *And see Weeks v. Golden,* 846 So. 2d 1247 (Fla. 1st DCA 2003) (awarding costs associated with postage, envelopes and copying, as well as filing and service of process fees, incurred by inmate who prevailed in public records lawsuit). *Accord Yasir v. Forman,* 149 So. 3d 107 (Fla. 4th DCA 2014).

Section 119.12(1), F.S., provides that, if a civil action is filed against an agency to enforce the provisions of this chapter the court shall assess and award the reasonable costs of enforcement including reasonable attorney fees against the responsible agency if the court determines that the agency unlawfully refused to permit a public record to be inspected or copied and the complainant provided written notice of the public records request to the agency's custodian of public records at least 5 business days before filing the civil action. *See Roldan v. City of Hallandale Beach,* 331 So. 3d 348 (Fla. 4th DCA 2023) (s. 119.12(1) requires a separate written notice identifying the public record request before filing a public records lawsuit; a written public records request to the agency custodian is not sufficient).

However, notice is not required if the agency fails to prominently post the contact information for the agency's custodian of public records in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website, if the agency has a website. Section 119.12(2), F.S.

The court must also determine whether the complainant made the public records request or participated in the civil action for an improper purpose. Section 119.12(3), F.S. If the court determines that there was an improper purpose, the court may not award attorney fees or the costs of enforcement, to the complainant, and shall assess and award against the complainant and to the agency the reasonable costs, including reasonable attorney fees, incurred by the agency in responding to the civil action. *Id.* The term "improper purpose" means "a request to inspect or copy a public record or to participate in the civil action primarily to cause a violation of this chapter or for a frivolous purpose." *Id. Cf. Vitale v. Palmetto Charter School, Inc.,* 378 So. 3d 680 (Fla. 2d DCA 2024) (appellate court lacks jurisdiction to review the "collateral issue" of whether the agency was entitled to recover attorney's fees and costs under this subsection "until the circuit court renders a final order determining both entitlement to a fee award *and* its amount."). (Emphasis supplied by the court).

Section 119.12, F.S., is designed to encourage voluntarily compliance with the requirements of Ch. 119, F.S. "If public agencies are required to pay attorney's fees and costs to parties who are wrongfully denied access to the records of such agencies, then the agencies are less likely to deny proper requests for documents." *New York Times Company v. PHH Mental Health Services, Inc.,* 616 So. 2d 27, 29 (Fla. 1993). Stated another way, the statute "has the dual role of both deterring agencies from wrongfully denying access to public records and encouraging individuals to continue pursuing their right to access public records." *Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee*, 189 So. 3d 120, 125 (Fla. 2016). There is no additional requirement that the court find that the "public agency did not act in good faith, acted in bad faith or acted unreasonably." *Lee*, 189 So. 3d at 122. *And see Hernando County v. Hernando County Fair Association, Inc.,* 388 So. 3d 1156 (Fla. 5th DCA 2024) in which the appellate court reversed an order denying the county's motion for attorney's fees on the grounds that the motion was untimely. Although the trial judge had previously found that the requested records were in fact public records, the final order did not adjudicate the county's petition for writ of mandamus

and therefore all judicial labor had not been completed for purposes of Florida Rule of Civil Procedure 1.525.

However, as noted previously, s. 119.12, F.S., specifies other conditions which must be met prior to an award of fees and costs under this statute. *And see State, Department of Economic Opportunity v. Consumer Rights, LLC*, 181 So. 3d 1239 (Fla. 1st DCA 2015), rejecting appellee's argument that the requirements in s. 284.30, F.S. (establishing procedures to be followed by those seeking to have attorney's fees paid by the state or any of its agencies) are inapplicable to public records cases. *Cf. Woliner v. State*, 320 So. 3d 774 (Fla. 4th DCA 2021) (notice requirement in s. 284.30, F.S., does not preclude the prevailing party in a public records action from obtaining costs).

An "unlawful refusal" for purposes of s. 119.12 may include unlawful conditions or requirements imposed by an agency for obtaining public records. As the Supreme Court explained in *Lee*: "Unlawful conditions or excessive, unwarranted special service charges deter individuals seeking public records from gaining access to the records to which they are entitled . . . Even if not malicious or done in bad faith, the Pension Fund's actions—which were found be unlawful--had the effect of frustrating Lee's constitutional right to access public records and required him to turn to the courts to vindicate that right." *Lee*, 189 So. 3d at 129-130. *Cf. B & L Service, Inc. v. Broward County*, 300 So. 3d 1205 (Fla. 4th DCA 2020) (trial court did not err in refusing to award attorney's fees, because petitioner waived issue of whether county unlawfully refused its public records request by failing to cross-appeal the trial court's initial ruling that the county had not violated the public records law, even though the trial court subsequently modified its prior order by granting the petitioner's motion for rehearing in part).

An "unjustified failure to respond to a public records request until after an action has been commenced to compel compliance amounts to an unlawful refusal" for purposes of s. 119.12, F.S. *Weeks v. Golden*, 764 So. 2d 633 (Fla. 1st DCA 2000). *See also Mazer v. Orange County,* 811 So. 2d 857, 860 (Fla. 5th DCA 2002) ("[T]he fact that the requested documents were produced in the instant case after the action was commenced, but prior to final adjudication of the issue by the trial court, does not render the case moot or preclude consideration of [the petitioner's] entitlement to fees under the statute."); *Barfield v. Town of Eatonville*, 675 So. 2d 223, 224 (appellant entitled to attorney's fees because "[t]he evidence clearly establishes that it was only after the appellant filed a lawsuit that the documents he had previously sought by written request to the Town were finally turned over to him); *Promenade D'Iberville, LLC v. Sundy*, 145 So. 3d 980, 984 (Fla. 1st DCA 2014) ") (an agency's "production of the records on the eve of the enforcement hearing did not cure its unjustified delay"); and *Schweickert v. Citrus County, Florida Board*, 193 So. 3d 1075, 1080 (Fla. 5th DCA 2016) (county's failure to produce a complaint alleging inappropriate conduct by a county commissioner until litigation was filed was an unlawful refusal because the exemption for records relating to an investigation of alleged discrimination did not apply to the complaint; court rejected the county's argument that the delay was justified because the investigation into the complaint might have ultimately produced records which related to discriminatory behavior).

Stated another way, a delay in disclosing records can rise to the level of a refusal if "there was no good reason for the delay." *Consumer Rights, LLC v. Union County*, 159 So. 3d 882, 885 (Fla. 1st DCA 2015), *review denied*, 177 So. 3d 1264 (Fla. 2015). For example, in *Barfield v. Town of Eatonville*, 675 So. 2d 223 (Fla. 5th DCA 1996), the court held that a town was liable for attorney's fees even if the delay in providing records was due to either the intentional wrongdoing or ineptitude of its clerk. *And see Office of the State Attorney for the Thirteenth Judicial Circuit of Florida v. Gonzalez*, 953 So. 2d 759 (Fla. 2d DCA 2007) (attorney's fees authorized even if failure to turn over the records was due to a mistake or ineptitude). *Cf. Hewlings v. Orange County, Florida*, 87 So. 3d 839 (Fla. 5th DCA 2012) (the mere fact that a county quickly *responded* to public records request via voicemail and fax is not dispositive of whether the county's 45-day delay in complying with the request was justified).

"However, it is equally clear that a delay does not in and of itself create liability under s. 119.12, F.S." *Consumer Rights, LLC v. Union County*, 159 So. 3d at 885. *See also Lilker v. Suwannee Valley Transit Authority*, 133 So. 3d 654, 655 (Fla. 1st DCA 2014) (where delay is the issue, the court must determine whether the delay was justified under the facts of the particular case) and *McLendon v. Palm Beach County Office of Inspector General*, 286 So. 3d 375 (Fla. 4th DCA 2019) (trial court correctly denied attorney's fees because the requested record was exempt at the time that the request was made and did not become public until the investigation conducted pursuant to s. 112.3188 (2)(b), F.S., was concluded). *Cf. Citizens Awareness Foundation, Inc. v. Wantman Group, Inc.*, 195 So. 3d 396, 401 (Fla. 4th DCA 2016) ("The public records law should not be applied in a way that encourages the manufacture of public records requests designed to obtain no response, for the purpose of generating attorney's fees.").

A lawyer may recover fees for his or her assistance of a pro se litigant before entering a notice of appearance provided that the complaint requested attorney's fees and disclosed that it was prepared with the assistance of counsel. *O'Boyle v. Town of Gulf Stream*, 341 So. 3d 343 (Fla. 4th DCA 2022). However, s. 119.12, F.S., "does *not* provide for (1) an award of attorney's fees for litigating the amount of the fees or (2) an award of fees attributable to the non-testifying associates of an attorney fee expert." *O'Boyle v. Town of Gulf Stream*, 341 So. 3d 335 (Fla. 4th DCA 2022). [Emphasis supplied by the court].

As to calculation of the reasonable costs of enforcement including reasonable attorney fees to which the prevailing party is entitled, "the trial judge is in a better position than the appellate court to make "a factual determination regarding the objectives sought by the [prevailing party], the extent of statutory enforcement obtained, and the time expended in achieving those results." *Daniels v. Bryson*, 548 So. 2d 679, 682 (Fla. 3d DCA 1989). *And see Grapski v. City of Alachua*, 134 So. 3d 987 (Fla. 1st DCA 2012), *review denied*, 118 So. 3d 220 (Fla. 2012) (the trial court's findings of fact on the issue of attorney's fees are presumed correct; the standard of review is abuse of discretion). However, where the contract between the client and attorney provided that the attorney would be compensated on a flat hourly basis regardless of the outcome at trial, the trial court erred in awarding an enhanced fee based upon a contingency risk multiplier. *Id.*

A different rule has been applied when it is unclear whether a *private* corporation is an "agency" for purposes of the Public Records Act. Section 119.12, F.S., "was not intended to force private entities to comply with the inspection requirements of chapter 119 by threatening to award attorney's fees against them." *New York Times Company v. PHH Mental Health Services, Inc.*, 616 So. 2d 27, 29 (Fla. 1993). *Accord Fox v. News-Press Publishing Company, Inc.*, 545 So. 2d 941 (Fla. 2d DCA 1989).

Thus, attorney fees "are not warranted when the [private] entity in charge of the public records at issue was reasonably and understandably unsure of its status as an agency." *Lee v. Board of Trustees, Jacksonville Police & Fire Pension Fund*, 113 So. 3d 1010 (Fla. 1st DCA 2013), *approved*, 189 So. 3d 120 (Fla. 2016). *And see Economic Development Commission v. Ellis,* 178 So. 3d 118, 123 (Fla. 5th DCA 2016) ("attorney's fees should not be awarded in those cases where the party refusing to provide documents acted on the good-faith belief that it was not an agent, subject to compliance with the [Public Records] Act"). *Cf.* s. 119.0701(4), F.S., providing for an award of attorney fees against a "contractor" as defined in s. 119.0701(a), F.S., found to have unlawfully refused to comply with a public records request within a reasonable time, provided that the plaintiff has complied with the conditions set forth in the statute.

Attorney fees may also be awarded for a successful appeal of a denial of access, provided that at the time of appeal a motion is filed in accordance with the appellate rules. *Downs v. Austin, supra*. *And see Office of the State Attorney v. Gonzalez, supra* (where motion seeking appellate attorney fees is granted by appellate court and remanded only for calculation of such fees, lower court required to follow court's mandate without further consideration); and *Cf. Johnson v. Jarvis*, 107 So. 3d 428 (Fla. 1st DCA 2012) (trial court erred in denying motion for costs based on

appellant's failure to comply with the notice requirement in s. 284.30, F.S; "[f]or purposes of appellate costs, the appellant was the prevailing party . . . and is entitled to an award of his costs incurred therein").

Appellate attorney fees were also considered in *State Attorney's Office of the Seventeenth Judicial Circuit v. Cable News Network, Inc.*, 254 So.3d 461 (Fla. 4th DCA 2018). In that case, the court denied the media's request for appellate attorney's fees from the state attorney's office and school board. The agencies had appealed the lower court's order allowing the media to access certain video footage taken by security cameras at a high school where a gunman killed students and staff. Although the media prevailed in the appeal, the court observed that the video footage was confidential security information under s. 119.071(3)(a), F.S. The media obtained access because a judge found "good cause" to release the video footage as authorized by a statutory exception to the confidentiality provision. Thus, the school board's conduct was not 'unlawful' for purposes of s.119.12(1)(a), F.S. Additionally, the court refused to award fees against the state attorney because the state attorney was not the custodian of the records at issue; the state attorney was only an intervenor in the lawsuit below.

3. Criminal and noncriminal infraction penalties

Section 119.10(1)(b), F.S., states that a public officer who knowingly violates the provisions of s. 119.07(1), F.S., is subject to suspension and removal or impeachment and commits a misdemeanor of the first degree, punishable by possible criminal penalties of one year in prison, or $1,000 fine, or both. *See State v. Webb,* 786 So. 2d 602 (Fla. 1st DCA 2001) (s. 119.10[1][b] authorizes a conviction for violating s. 119.07 only if a defendant is found to have committed such violation "knowingly"; statute cannot be interpreted as allowing a conviction based on mere negligence).

Section 119.10(1)(a), F.S., provides that a violation of any provision of Ch. 119, F.S., by a public officer is a noncriminal infraction, punishable by fine not exceeding $500. *Cf.* s. 838.022(1)(b), F.S. (unlawful for a public servant or public contractor, to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another, by concealing, covering up, destroying, mutilating, or altering any official record or official document, except as authorized by law or contract, or causing another person to perform such an act).

A state attorney may prosecute suits charging public officials with violations of the Public Records Act, including those violations which may result in a finding of guilt for a noncriminal infraction. AGO 91-38.

I. MAINTENANCE, STORAGE AND RETENTION REQUIREMENTS

1. Maintenance and storage of records

All public records should be kept in the buildings in which they are ordinarily used. Section 119.021(1)(a), F.S. Moreover, insofar as practicable, a custodian of public records of vital, permanent, or archival records shall keep them in fireproof and waterproof safes, vaults, or rooms fitted with noncombustible materials and in such arrangement as to be easily accessible for convenient use. Section 119.021(1)(b), F.S. Records that are in need of repair, restoration, or rebinding may be authorized by the head of the governmental entity to be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them. Section 119.021(1)(c), F.S.

Thus, public records may not routinely be removed from the building or office in which such records are ordinarily kept except for official purposes. AGO 93-16. The retention of such records in the home of a public official would appear to circumvent the public access requirements of the Public Records Act and compromise the rights of the public to inspect and copy such records. *Id. And see* AGO 04-43 (mail addressed to city officials at City Hall and received at City Hall should not be forwarded unopened to the private residences of the officials,

but rather the original or a copy of the mail that constitutes a public record should be maintained at city offices); and AGO 07-14 ("Although the Public Records Law does not prescribe a location at which public records must be maintained, it does suggest that such records be kept where they are ordinarily used"). *Cf.* Inf. Op. to Sola, March 9, 2010 (municipal election records are municipal records which should be maintained by city even though election conducted by county supervisor of elections) and AGO 88-26 (while Ch. 119, F.S., does not require a county to transport microfilmed copies of public records maintained in a storage facility outside the county to the county courthouse when the originals are available at the courthouse, the microfilmed copies must be available for copying at their location outside the county).

2. Delivery of records to successor

Section 119.021(4)(a), F.S., provides that whoever has custody of public records shall deliver such records to his or her successor at the expiration of his or her term of office or, if there is no successor, to the records and information management program of the Division of Library and Information Services of the Department of State. *See Maxwell v. Pine Gas Corporation,* 195 So. 2d 602 (Fla. 4th DCA 1967) (state, county, and municipal records are not the personal property of a public officer); AGO 98-59 (records in the files of the former city attorney which were made or received in carrying out her duties as city attorney and which communicate, perpetuate, or formalize knowledge constitute public records and are required to be turned over to her successor); and AGO 75-282 (public records regardless of usefulness or relevancy must be turned over to the custodian's successor in office or to the Department of State). *And see* s. 119.021(4)(b), F.S., providing that "[w]hoever is entitled to custody of public records shall demand them from any person having illegal possession of them, who must forthwith deliver the same to him or her."

In the absence of contrary direction in the legislation dissolving a special taxing district, the district's records should be delivered to the Department of State. AGO 95-03. *Compare* AGO 09-39, stating that in light of a court order holding that an independent special district is the successor-in-interest to the powers and duties of a municipal services benefit unit [MSBU], the records of the MSBU should be delivered to the special district. *Cf.* s. 257.36(2)(b), F.S., specifying procedures for disposition of agency records stored in the state records center in the event that the agency is dissolved or its functions are transferred to another agency.

3. Transition records of certain officers-elect

Section 119.035(4), F.S., states that "upon taking the oath of office, the officer-elect shall, as soon as practicable deliver to the person or persons responsible for records and information management in such office all public records kept or received in the transaction of official business during the period following election to public office." The term "officer-elect" for purposes of this section means the Governor, the Lieutenant Governor, the Attorney General, the Chief Financial Officer, and the Commissioner of Agriculture. Section 119.035(5), F.S.

4. Retention and disposal of records

a. Retention schedules

Section 119.021(2)(a), F.S. requires the Division of Library and Information Services (division) of the Department of State to adopt rules establishing retention schedules and a disposal process for public records. Each agency must comply with these rules. Section 119.021(2)(b), F.S. *See generally* Chs. 1B-24 and 1B-26, Florida Administrative Code. The approved records retention schedule for state and local governmental entities is located online at dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf. *Cf. L.R. v. Department of State, Division of Archives, History and Records Management*, 488 So. 2d 122 (Fla. 3d DCA 1986) (an affected party seeking to challenge an agency's approved records retention schedule may be entitled to a hearing pursuant to Ch. 120, F.S).

Retention schedules for judicial branch records are established by court rule. *See* Fla.

R. Gen. Prac. & Jud. Admin. 2.430 (court records) and Fla. R. Gen. Prac. & Jud. Admin. 2.440 (judicial branch administrative records). Similarly, procedures for maintenance and destruction of legislative records are established in legislative rules. Legislative rules may be accessed online at www.flsenate.gov (Florida Senate) and www.myfloridahouse.gov (Florida House of Representatives).

b. Disposal of records

Section 257.36(6), F.S., states that a "public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." Section 119.021(2)(c), F.S., provides that public officials must "systematically dispose" of records no longer needed, subject to the consent of the division in accordance with s. 257.36, F.S. *Compare* s. 119.021(3), F.S., stating that notwithstanding the provisions of Chs. 119 or 257, F.S., certain orders that comprise final agency action must be permanently maintained.

Thus, for example, a municipality may not remove and destroy disciplinary notices, with or without the employee's consent, during the course of resolving collective bargaining grievances, except in accordance with the statutory restrictions on disposal of records. AGO 94-75. *See also* AGOs 09-19 (city must follow public records retention schedules established by law for information on its Facebook page which constitutes a public record); 96-34 (e-mail messages are subject to statutory limitations on destruction of public records); and 75-45 (tape recordings of proceedings before a public body must be preserved in compliance with statutory record retention and disposal restrictions). *And see Raydient LLC v. Nassau County, Florida*, No. 2019-CA-000054 (Fla. 4th Cir. Ct. August 24, 2021), available in the Cases database at the open government site at myfloridalegal.com, finding that the "routine and indiscriminate destruction of text messages by [county commission] members and certain county employees, regardless of the content of each message, violated s. 119.021, F.S.," requiring that public records be kept in accordance with a retention schedule adopted by the Florida Department of State.

Similarly, registration and disciplinary records stored in a national association securities dealers database and used by state banking department for regulatory purposes are public records and may not be destroyed merely because an arbitration panel of the national association has ordered that they be expunged; such records are subject to statutory mandates governing destruction of records. AGO 98-54. *Accord* Inf. Op. to Hernandez, July 1, 2003 (agency not authorized to purge or expunge documents it created while carrying out what it perceived to be its official duty based upon an accusation that the agency may have been mistaken in such an assessment). *Cf.* AGO 91-23 (clerk of court not authorized to expunge a court order from the Official Records, in the absence of a court order directing such action).

c. Exempt records

The statutory restrictions on destruction of public records apply even if the record is exempt from disclosure. For example, in AGO 81-12, the Attorney General's Office concluded that the City of Hollywood could not destroy or dispose of licensure, certification, or employment examination question and answer sheets except as authorized by statute. *And see* AGO 87-48 (statutory prohibition against placing anonymous materials in the personnel file of a school district employee did not permit the destruction of such materials received in the course of official school business, absent compliance with statutory restrictions on destruction of records). An exemption only removes the records from public access requirements, it does not exempt the records from the other provisions of Ch. 119, F.S., such as those requiring that public records be kept in a safe place or those regulating the destruction of public records. AGO 93-86. *See* s. 119.021, F.S.

Moreover, if an assertion is made by the custodian that a requested record is not a public record subject to public inspection or copying, the requested record may not be disposed of for a period of 30 days after the date on which a written request to inspect or copy the record was made to the custodian; if a civil action is instituted within the 30-day period to enforce the provisions

of this section with respect to the requested record, the custodian may not dispose of the record except by order of a court of competent jurisdiction after notice to all affected parties. Section 119.07(1)(h), F.S

d. Evidence obtained by law enforcement agencies

Documentary evidence obtained by a police department is a public record subject to retention schedules approved by the division. AGO 04-51. *Accord* Inf. Op. to Blair, August 24, 2011 (evidence that constitutes a public record may be destroyed only in accordance with retention schedules established by the division and noting that the division has adopted a General Records Schedule GS2 for law enforcement agencies).

However, "the disposition of evidence *not* constituting a public record within the meaning of Chapter 119, Florida Statutes, would appear to be dependent upon an agency's determination that it is no longer needed." Inf. Op. to Blair, August 24, 2011. (e.s.) *Cf. Church of Scientology Flag Service Org., Inc. v. Wood,* No. 97-688CI-07 (Fla. 6th Cir. Ct. February 27, 1997), available online in the Cases database at the open government site at myfloridalegal.com (physical specimens relating to an autopsy are not public records because in order to constitute a "public record" for purposes of Ch. 119, "the record itself must be susceptible of some form of copying").

e. Duplicate records

Section 257.36(6), F.S., requires the division to adopt rules which, among other things, establish "[s]tandards for the reproduction of records for security or with a view to the disposal of the original record." *See* AGO 18-04 (according to a division rule, "an agency that designates an electronic or microfilmed copy as the record (master) copy may then designate the paper original as a duplicate and dispose of it in accordance with the retention requirement for duplicates in the applicable retention schedule unless another law, rule, or ordinance specifically requires its retention").

Accordingly, the division is responsible for determining whether an agency may dispose of an audiotape of a witness statement without regard to the retention schedule, if there is also a transcript of the statement. Inf. Op. to Mathews, July 12, 2004. *Cf.* AGO 91-09 (if a facsimile document is subsequently copied by the receiving agency, the facsimile document is considered an intermediate document which may be destroyed; the copy of the facsimile then is retained as a public record). *See also* AGO 92-85, stating that individual school board members are not required to retain copies of public records which are regularly maintained in the course of business by the clerk of the school board in the school board administrative offices.

APPENDICES

A. PUBLIC RECORDS AND MEETINGS CONSTITUTIONAL AMENDMENT

Article I, Section 24, Florida Constitution

Section 24. Access to public records and meetings.

(a) Every person has the right to inspect or copy any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf, except with respect to records exempted pursuant to this section or specifically made confidential by this Constitution. This section specifically includes the legislative, executive, and judicial branches of government and each agency or department created thereunder; counties, municipalities, and districts; and each constitutional officer, board, and commission, or entity created pursuant to law or this Constitution.

(b) All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

(c) This section shall be self-executing. The legislature, however, may provide by general law passed by a two-thirds vote of each house for the exemption of records from the requirements of subsection (a) and the exemption of meetings from the requirements of subsection (b), provided that such law shall state with specificity the public necessity justifying the exemption and shall be no broader than necessary to accomplish the stated purpose of the law. The legislature shall enact laws governing the enforcement of this section, including the maintenance, control, destruction, disposal, and disposition of records made public by this section, except that each house of the legislature may adopt rules governing the enforcement of this section in relation to records of the legislative branch. Laws enacted pursuant to this subsection shall contain only exemptions from the requirements of subsections (a) or (b) and provisions governing the enforcement of this section, and shall relate to one subject.

(d) All laws that are in effect on July 1, 1993 that limit public access to records or meetings shall remain in force, and such laws apply to records of the legislative and judicial branches, until they are repealed. Rules of court that are in effect on the date of adoption of this section that limit access to records shall remain in effect until they are repealed.

B. GOVERNMENT IN THE SUNSHINE LAW AND RELATED STATUTES

286.011 Public meetings and records; public inspection; criminal and civil penalties.—

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

(2) The minutes of a meeting of any such board or commission of any such state agency or authority shall be promptly recorded, and such records shall be open to public inspection. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.

(3) (a)Any public officer who violates any provision of this section is guilty of a noncriminal infraction, punishable by fine not exceeding $500.

(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(c) Conduct which occurs outside the state which would constitute a knowing violation of this section is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(4) Whenever an action has been filed against any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision to enforce the provisions of this section or to invalidate the actions of any such board, commission, agency, or authority, which action was taken in violation of this section, and the court determines that the defendant or defendants to such action acted in violation of this section, the court shall assess a reasonable attorney's fee against such agency, and may assess a reasonable attorney's fee against the individual filing such an action if the court finds it was filed in bad faith or was frivolous. Any fees so assessed may be assessed against the individual member or members of such board or commission; provided, that in any case where the board or commission seeks the advice of its attorney and such advice is followed, no such fees shall be assessed against the individual member or members of the board or commission. However, this subsection shall not apply to a state attorney or his or her duly authorized assistants or any officer charged with enforcing the provisions of this section.

(5) Whenever any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision appeals any court order which has found said board, commission, agency, or authority to have violated this section, and such order is affirmed, the court shall assess a reasonable attorney's fee for the appeal against such board, commission, agency, or authority. Any fees so assessed may be assessed against the individual member or members of such board or commission; provided, that in any case where the board or commission seeks the advice of its attorney and such advice is followed, no such fees shall be assessed against the individual member or members of the board or commission.

(6) All persons subject to subsection (1) are prohibited from holding meetings at any facility or location which discriminates on the basis of sex, age, race, creed, color, origin, or economic status or which operates in such a manner as to unreasonably restrict public access to such a facility.

(7) Whenever any member of any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision is charged with a violation of this section and is subsequently acquitted, the board or commission is authorized to reimburse said member for any portion of his or her reasonable attorney's fees.

(8) Notwithstanding the provisions of subsection (1), any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:

(a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation.

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy

sessions related to litigation expenditures.

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

(d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.

(e) The transcript shall be made part of the public record upon conclusion of the litigation.

(9)(a) Notwithstanding any law to the contrary, a regional citizen volunteer advisory committee, created to provide technical expertise and support to the National Estuary Program established by Congress under s. 320 of the Clean Water Act, whose membership is composed of representatives from four or more counties may conduct public meetings and workshops by means of communications media technology as defined in s. 120.54(5)(b)2. An advisory committee member who participates in a public meeting or workshop by communications media technology is deemed to be present at the meeting or workshop. The use of communications media technology must allow for all persons attending the meeting or workshop to audibly communicate as if the person is physically present.

(b) The notice for a public meeting or workshop must state whether the meeting or workshop will be conducted using communications media technology, how an interested person may participate, and the location of facilities where communications media technology will be available during the meeting or workshop.

Related sections read as follows:

286.0105 Notices of meetings and hearings must advise that a record is required to appeal.—

Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3).

286.0111 Legislative review of certain exemptions from requirements for public meetings and recordkeeping by governmental entities.—

The provisions of s. 119.15, the Open Government Sunset Review Act, apply to the provisions of law which provide exemptions to s. 286.011, as provided in s. 119.15.

286.0113 General exemptions from public meetings.—

(1) That portion of a meeting that would reveal a security or firesafety system plan or portion thereof made confidential and exempt by s. 119.071(3)(a) is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(2)(a) For purposes of this subsection:

1. "Competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
2. "Team" means a group of members established by an agency for the purpose of conducting negotiations as part of a competitive solicitation.

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

3. If the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

(3)(a) That portion of a meeting held by a utility owned or operated by a unit of local government which would reveal information that is exempt under s. 119.0713(5) is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. All exempt portions of such a meeting must be recorded and transcribed. The recording and transcript of the meeting are exempt from disclosure under s. 119.07(1) and s. 24(a) of the State Constitution unless a court of competent jurisdiction, following an in-camera review, determines that the meeting was not restricted to the discussion of data and information made exempt by this section. In the event of such a judicial determination, only the portion of the recording or transcript which reveals nonexempt data and information may be disclosed to a third party.

(b) This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2027, unless reviewed and saved from repeal through reenactment by the Legislature.

(4)(a) Any portion of a meeting that would reveal building plans, blueprints, schematic drawings, or diagrams, including draft, preliminary, and final formats, which depict the structural elements of 911, E911, or public safety radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio communication structures or facilities made exempt by s. 119.071(3)(e)1.a. is exempt from s. 286.011 and s. 24, Art. I of the State Constitution.

(b) Any portion of a meeting that would reveal geographical maps indicating the actual or proposed locations of 911, E911, or public safety radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio communication structures or facilities made exempt by s. 119.071(3)(e)1.b. is exempt from s. 286.011 and s. 24, Art. I of the State Constitution.

(c) No portion of an exempt meeting under paragraphs (a) or (b) may be off the record. All exempt portions of such meeting shall be recorded and transcribed. Such recordings and transcripts are confidential and exempt from disclosure under s. 119.07(1) and s 24(a), Art. I of the State Constitution unless a court of competent jurisdiction, after an in-camera review, determines that the meeting was not restricted to the discussion of the information made exempt by s. 119.071(3)(e)1a. or b. In the event of such a judicial determination, only that portion of the recording and transcript which reveals nonexempt information may be disclosed to a third party.

(d) For purposes of this subsection, the term "public safety radio" is defined as the means of communication between and among 911 public safety answering points, dispatchers, and first responder agencies using those portions of the radio frequency spectrum designated by the Federal Communications Commission under 47 C.F.R 90 for public safety purposes.

(e) This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2025, unless reviewed and saved from repeal through reenactment by the Legislature.

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, "board or commission" means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.

(c) A meeting that is exempt from s. 286.011; or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality

on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

286.01141 Criminal justice commissions; public meetings exemption.—

(1) As used in this section, the term:

(a) "Duly constituted criminal justice commission" means an advisory commission created by municipal or county ordinance whose membership is comprised of individuals from the private sector and the public sector and whose purpose is to examine local criminal justice issues.

(b) "Active" has the same meaning as provided in s. 119.011.

(c) "Criminal intelligence information" has the same meaning as provided in s. 119.011.

(d) "Criminal investigative information" has the same meaning as provided in s. 119.011.

(2) That portion of a meeting of a duly constituted criminal justice commission at which members of the commission discuss active criminal intelligence information or active criminal investigative information that is currently being considered by, or which may foreseeably come before, the commission is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution, provided that at any public meeting of the criminal justice commission at which such matter is being considered, the commission members publicly disclose the fact that the matter has been discussed.

286.012 Voting requirement at meetings of governmental bodies.—

A member of a state, county, or municipal governmental board, commission, or agency who is present at a meeting of any such body at which an official decision, ruling, or other official act is to be taken or adopted may not abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such member present, unless, with respect to any such member, there is, or appears to be, a possible conflict of interest under s. 112.311, s. 112.313, s. 112.3143, or additional or more stringent standards of conduct, if any, adopted pursuant to s. 112.326. If there is, or appears to be, a possible conflict under s. 112.311, s. 112.313, or s. 112.3143, the member shall comply with the disclosure requirements of s. 112.3143. If the only conflict or possible conflict is one arising from the additional or more

stringent standards adopted pursuant to s. 112.326, the member shall comply with any disclosure requirements adopted pursuant to s. 112.326. If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice.

286.26 Accessibility of public meetings to the physically handicapped.—

(1) Whenever any board or commission of any state agency or authority, or of any agency or authority of any county, municipal corporation, or other political subdivision, which has scheduled a meeting at which official acts are to be taken receives, at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority, such chairperson or director shall provide a manner by which such person may attend the meeting at its scheduled site or reschedule the meeting to a site which would be accessible to such person.

(2) If an affected handicapped person objects in the written request, nothing contained in the provisions of this section shall be construed or interpreted to permit the use of human physical assistance to the physically handicapped in lieu of the construction or use of ramps or other mechanical devices in order to comply with the provisions of this section.

C. THE PUBLIC RECORDS ACT (SELECTED PORTIONS ONLY)

CHAPTER 119, FLORIDA STATUTES

119.01 General state policy on public records.—

(1) It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

(2)(a) Automation of public records must not erode the right of access to those records. As each agency increases its use of and dependence on electronic recordkeeping, each agency must provide reasonable public access to records electronically maintained and must ensure that exempt or confidential records are not disclosed except as otherwise permitted by law.

(b) When designing or acquiring an electronic recordkeeping system, an agency must consider whether such system is capable of providing data in some common format such as, but not limited to, the American Standard Code for Information Interchange.

(c) An agency may not enter into a contract for the creation or maintenance of a public records database if that contract impairs the ability of the public to inspect or copy the public records of the agency, including public records that are online or stored in an electronic recordkeeping system used by the agency.

(d) Subject to the restrictions of copyright and trade secret laws and public records exemptions, agency use of proprietary software must not diminish the right of the public to inspect and copy a public record.

(e) Providing access to public records by remote electronic means is an additional method of access that agencies should strive to provide to the extent feasible. If an agency provides access to public records by remote electronic means, such access should be provided in the most cost-effective and efficient manner available to the agency providing the information.

(f) Each agency that maintains a public record in an electronic recordkeeping system shall provide to any person, pursuant to this chapter, a copy of any public record in that system which is not exempted by law from public disclosure. An agency must provide a copy of the record in the medium requested if the agency maintains the record in that medium, and the agency may charge a fee in accordance with this chapter. For the purpose of

satisfying a public records request, the fee to be charged by an agency if it elects to provide a copy of a public record in a medium not routinely used by the agency, or if it elects to compile information not routinely developed or maintained by the agency or that requires a substantial amount of manipulation or programming, must be in accordance with s. 119.07(4).

(3) If public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of that person, corporation, foundation, trust, association, group, or other organization which pertain to the public agency are public records and subject to the provisions of s. 119.07.

119.011 Definitions.— As used in this chapter, the term:

(1) "Actual cost of duplication" means the cost of the material and supplies used to duplicate the public record, but does not include labor cost or overhead cost associated with such duplication.

(2) "Agency" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(3)(a) "Criminal intelligence information" means information with respect to an identifiable person or group of persons collected by a criminal justice agency in an effort to anticipate, prevent, or monitor possible criminal activity.

(b) "Criminal investigative information" means information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission, including, but not limited to, information derived from laboratory tests, reports of investigators or informants, or any type of surveillance.

(c) "Criminal intelligence information" and "criminal investigative information" shall not include:

1. The time, date, location, and nature of a reported crime.
2. The name, sex, age, and address of a person arrested or of the victim of a crime except as provided in s. 119.071(2)(h) or (o).
3. The time, date, and location of the incident and of the arrest.
4. The crime charged.
5. Documents given or required by law or agency rule to be given to the person arrested, except as provided in s. 119.071(2)(h) or (m), and, except that the court in a criminal case may order that certain information required by law or agency rule to be given to the person arrested be maintained in a confidential manner and exempt from the provisions of s. 119.07(1) until released at trial if it is found that the release of such information would:

a. Be defamatory to the good name of a victim or witness or would jeopardize the safety of such victim or witness; and

b. Impair the ability of a state attorney to locate or prosecute a codefendant.

6. Informations and indictments except as provided in s. 905.26.

(d) The word "active" shall have the following meaning:

1. Criminal intelligence information shall be considered "active" as long as it is related to intelligence gathering conducted with a reasonable, good faith belief that it will lead to detection of ongoing or reasonably anticipated criminal activities.

2. Criminal investigative information shall be considered "active" as long as it is related to an ongoing investigation which is continuing with a reasonable, good faith anticipation of securing an arrest or prosecution in the foreseeable future.

In addition, criminal intelligence and criminal investigative information shall be considered "active" while such information is directly related to pending prosecutions or appeals. The word "active" shall not apply to information in cases which are barred from prosecution under the provisions of s. 775.15 or other statute of limitation.

(4) "Criminal justice agency" means:

(a) Any law enforcement agency, court, or prosecutor;

(b) Any other agency charged by law with criminal law enforcement duties;

(c) Any agency having custody of criminal intelligence information or criminal investigative information for the purpose of assisting such law enforcement agencies in the conduct of active criminal investigation or prosecution or for the purpose of litigating civil actions under the Racketeer Influenced and Corrupt Organization Act, during the time that such agencies are in possession of criminal intelligence information or criminal investigative information pursuant to their criminal law enforcement duties; or

(d) The Department of Corrections.

(5) "Custodian of public records" means the elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee.

(6) "Data processing software" means the programs and routines used to employ and control the capabilities of data processing hardware, including, but not limited to, operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications, and computer networking programs.

(7) "Duplicated copies" means new copies produced by duplicating, as defined in s. 283.30.

(8) "Exemption" means a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to the access requirements of s. 119.07(1), s. 286.011, or s. 24, Art. I of the State Constitution.

(9) "Information technology resources" means data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training.

(10) "Paratransit" has the same meaning as provided in s. 427.011.

(11) "Proprietary software" means data processing software that is protected by copyright or trade secret laws.

(12) "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

(13) "Redact" means to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt or confidential information.

(14) "Sensitive," for purposes of defining agency-produced software that is sensitive, means only those portions of data processing software, including the specifications and documentation, which are used to:

(a) Collect, process, store, and retrieve information that is exempt from s. 119.07(1);

(b) Collect, process, store, and retrieve financial management information of the agency, such as payroll and accounting records; or

(c) Control and direct access authorizations and security measures for automated systems.

(15) "Utility" means a person or entity that provides electricity, natural gas, telecommunications, water, chilled water, reuse water, or wastewater.

119.021 Custodial requirements; maintenance, preservation, and retention of public records.—

(1) Public records shall be maintained and preserved as follows:

(a) All public records should be kept in the buildings in which they are ordinarily used.

(b) Insofar as practicable, a custodian of public records of vital, permanent, or archival records shall keep them in fireproof and waterproof safes, vaults, or rooms fitted with noncombustible materials and in such arrangement as to be easily accessible for convenient use.

(c)1. Record books should be copied or repaired, renovated, or rebound if worn, mutilated, damaged, or difficult to read.

2. Whenever any state, county, or municipal records are in need of repair, restoration, or rebinding, the head of the concerned state agency, department, board, or commission; the board of county commissioners of such county; or the governing body of such municipality may authorize that such records be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them.

3. Any public official who causes a record book to be copied shall attest and certify under oath that the copy is an accurate copy of the original book. The copy shall then have the force and effect of the original.

(2)(a) The Division of Library and Information Services of the Department of State shall adopt rules to establish retention schedules and a disposal process for public records.

(b) Each agency shall comply with the rules establishing retention schedules and disposal processes for public records which are adopted by the records and information management program of the division.

(c) Each public official shall systematically dispose of records no longer needed, subject to the consent of the records and information management program of the division in accordance with s. 257.36.

(d) The division may ascertain the condition of public records and shall give advice and assistance to public officials to solve problems related to the preservation, creation, filing, and public accessibility of public records in their custody. Public officials shall assist the division by preparing an inclusive inventory of categories of public records in their custody. The division shall establish a time period for the retention or disposal of each series of records. Upon the completion of the inventory and schedule, the division shall, subject to the availability of necessary space, staff, and other facilities for such purposes, make space available in its records center for the filing of semicurrent records so scheduled and in its archives for noncurrent records of permanent value, and shall render such other assistance as needed, including the microfilming of records so scheduled.

(3) Agency final orders rendered before July 1, 2015, that were indexed or listed pursuant to s. 120.53, and agency final orders rendered on or after July 1, 2015, that must be listed or copies of which must be transmitted to the Division of Administrative Hearings pursuant to s. 120.53, have continuing legal significance; therefore, notwithstanding any other provision of this chapter or any provision of chapter 257, each agency shall permanently maintain records of such orders pursuant to the applicable rules of the Department of State.

(4)(a) Whoever has custody of any public records shall deliver, at the expiration of his or her term of office, to his or her successor or, if there be none, to the records and information management program of the Division of Library and Information Services of the

Department of State, all public records kept or received by him or her in the transaction of official business.

(b) Whoever is entitled to custody of public records shall demand them from any person having illegal possession of them, who must forthwith deliver the same to him or her. Any person unlawfully possessing public records must within 10 days deliver such records to the lawful custodian of public records unless just cause exists for failing to deliver such records.

119.035 Officers-elect.—

(1) It is the policy of this state that the provisions of this chapter apply to officers-elect upon their election to public office. Such officers-elect shall adopt and implement reasonable measures to ensure compliance with the public records obligations set forth in this chapter.

(2) Public records of an officer-elect shall be maintained in accordance with the policies and procedures of the public office to which the officer has been elected.

(3) If an officer-elect, individually or as part of a transition process, creates or uses an online or electronic communication or recordkeeping system, all public records maintained on such system shall be preserved so as not to impair the ability of the public to inspect or copy such public records.

(4) Upon taking the oath of office, the officer-elect shall, as soon as practicable, deliver to the person or persons responsible for records and information management in such office all public records kept or received in the transaction of official business during the period following election to public office.

(5) As used in this section, the term "officer-elect" means the Governor, the Lieutenant Governor, the Attorney General, the Chief Financial Officer, and the Commissioner of Agriculture.

119.07 Inspection and copying of records; photographing public records; fees; exemptions.—

(1)(a) Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records.

(b) A custodian of public records or a person having custody of public records may designate another officer or employee of the agency to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy public records.

(c) A custodian of public records and his or her designee must acknowledge requests to inspect or copy records promptly and respond to such requests in good faith. A good faith response includes making reasonable efforts to determine from other officers or employees within the agency whether such a record exists and, if so, the location at which the record can be accessed.

(d) A person who has custody of a public record who asserts that an exemption applies to a part of such record shall redact that portion of the record to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and copying.

(e) If the person who has custody of a public record contends that all or part of the record is exempt from inspection and copying, he or she shall state the basis of the exemption that he or she contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.

(f) If requested by the person seeking to inspect or copy the record, the custodian of public records shall state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

(g) In any civil action in which an exemption to this section is asserted, if the exemption is alleged to exist under or by virtue of s. 119.071(1)(d) or (f), (2)(d),(e), or (f), or (4)(c), the public record or part thereof in question shall be submitted to the court for an inspection in camera. If an exemption is alleged to exist under or by virtue of s. 119.071(2)(c), an inspection in camera is discretionary with the court. If the court finds that the asserted exemption is not applicable, it shall order the public record or part thereof in question to be immediately produced for inspection or copying as requested by the person seeking such access.

(h) Even if an assertion is made by the custodian of public records that a requested record is not a public record subject to public inspection or copying under this subsection, the requested record shall, nevertheless, not be disposed of for a period of 30 days after the date on which a written request to inspect or copy the record was served on or otherwise made to the custodian of public records by the person seeking access to the record. If a civil action is instituted within the 30-day period to enforce the provisions of this section with respect to the requested record, the custodian of public records may not dispose of the record except by order of a court of competent jurisdiction after notice to all affected parties.

(i) The absence of a civil action instituted for the purpose stated in paragraph (g) does not relieve the custodian of public records of the duty to maintain the record as a public record if the record is in fact a public record subject to public inspection and copying under this subsection and does not otherwise excuse or exonerate the custodian of public records from any unauthorized or unlawful disposition of such record.

(2)(a) As an additional means of inspecting or copying public records, a custodian of public records may provide access to public records by remote electronic means, provided exempt or confidential information is not disclosed.

(b) The custodian of public records shall provide safeguards to protect the contents of public records from unauthorized remote electronic access or alteration and to prevent the disclosure or modification of those portions of public records which are exempt or confidential from subsection (1) or s. 24, Art. I of the State Constitution.

(c) Unless otherwise required by law, the custodian of public records may charge a fee for remote electronic access, granted under a contractual arrangement with a user, which fee may include the direct and indirect costs of providing such access. Fees for remote electronic access provided to the general public shall be in accordance with the provisions of this section.

(3)(a) Any person shall have the right of access to public records for the purpose of making photographs of the record while such record is in the possession, custody, and control of the custodian of public records.

(b) This subsection applies to the making of photographs in the conventional sense by use of a camera device to capture images of public records but excludes the duplication of microfilm in the possession of the clerk of the circuit court where a copy of the microfilm may be made available by the clerk.

(c) Photographing public records shall be done under the supervision of the custodian of public records, who may adopt and enforce reasonable rules governing the photographing of such records.

(d) Photographing of public records shall be done in the room where the public records are kept. If, in the judgment of the custodian of public records, this is impossible or impracticable, photographing shall be done in another room or place, as nearly adjacent as possible to the room where the public records are kept, to be determined by the custodian of public records. Where provision of another room or place for photographing is required, the expense of providing the same shall be paid by the person desiring to photograph the public record pursuant to paragraph (4)(e).

(4) The custodian of public records shall furnish a copy or a certified copy of the record upon payment of the fee prescribed by law. If a fee is not prescribed by law, the following fees are authorized:

(a)1. Up to 15 cents per one-sided copy for duplicated copies of not more than 14 inches by 8½ inches;

2. No more than an additional 5 cents for each two-sided copy; and

3. For all other copies, the actual cost of duplication of the public record.

(b) The charge for copies of county maps or aerial photographs supplied by county constitutional officers may also include a reasonable charge for the labor and overhead associated with their duplication.

(c) An agency may charge up to $1 per copy for a certified copy of a public record.

(d) If the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both.

(e)1. Where provision of another room or place is necessary to photograph public records, the expense of providing the same shall be paid by the person desiring to photograph the public records.

2. The custodian of public records may charge the person making the photographs for supervision services at a rate of compensation to be agreed upon by the person desiring to make the photographs and the custodian of public records. If they fail to agree as to the appropriate charge, the charge shall be determined by the custodian of public records.

(5) When ballots are produced under this section for inspection or examination, no persons other than the supervisor of elections or the supervisor's employees shall touch the ballots. If the ballots are being examined before the end of the contest period in s. 102.168, the supervisor of elections shall make a reasonable effort to notify all candidates by telephone or otherwise of the time and place of the inspection or examination. All such candidates, or their representatives, shall be allowed to be present during the inspection or examination.

(6) An exemption contained in this chapter or in any other general or special law shall not limit the access of the Auditor General, the Office of Program Policy Analysis and Government Accountability, or any state, county, municipal, university, board of community college, school district, or special district internal auditor to public records when such person states in writing that such records are needed for a properly authorized audit, examination, or investigation. Such person shall maintain the exempt or confidential status of that public record and shall be subject to the same penalties as the custodian of that record for public disclosure of such record.

(7) An exemption from this section does not imply an exemption from s. 286.011. The exemption from s. 286.011 must be expressly provided.

(8) The provisions of this section are not intended to expand or limit the provisions of Rule 3.220, Florida Rules of Criminal Procedure, regarding the right and extent of discovery by the state or by a defendant in a criminal prosecution or in collateral postconviction proceedings. This section may not be used by any inmate as the basis for failing to timely litigate any postconviction action.

(9) After receiving a request to inspect or copy a record, an agency may not respond to that request by filing an action for declaratory relief against the requester to determine whether the record is a public record as defined by s. 119.011, or the status of the record as confidential or exempt from the provisions of s. 119.07(1).

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS—** In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian or public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2., if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery services or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which must be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

NOTE: Due to space limitations, the exemptions from disclosure found in ss. 119.071, 119.0711, 119.0712, 119.0713, 119.0715, and 119.0725, F.S. are summarized in pages 239-241 of Appendix D. To review the complete text of these exemptions, please access the Florida Statutes at **leg.state.fl.us**

119.0714 Court files; court records; official records.—

(1) COURT FILES.—Nothing in this chapter shall be construed to exempt from s. 119.07(1) a public record that was made a part of a court file and that is not specifically closed by order of court, except:

(a) A public record that was prepared by an agency attorney or prepared at the attorney's express direction as provided in s. 119.071(1)(d).

(b) Data processing software as provided in s. 119.071(1)(f).

(c) Any information revealing surveillance techniques or procedures or personnel as provided in s. 119.071(2)(d).

(d) Any comprehensive inventory of state and local law enforcement resources, and any comprehensive policies or plans compiled by a criminal justice agency, as provided in s. 119.071(2)(d).

(e) Any information revealing the substance of a confession of a person arrested as provided in s. 119.071(2)(e).

(f) Any information revealing the identity of a confidential informant or confidential source as provided in s. 119.071(2)(f).

(g) Any information revealing undercover personnel of any criminal justice agency as provided in s. 119.071(4)(c).

(h) Criminal intelligence information or criminal investigative information that is confidential and exempt as provided in s. 119.071(2)(h) or (m).

(i) Social security numbers as provided in s. 119.071(5)(a).

(j) Bank account numbers and debit, charge, and credit card numbers as provided in s. 119.071(5)(b).

(k)1. A petition, and the contents thereof, for an injunction for protection against domestic

violence, repeat violence, dating violence, sexual violence, stalking, or cyberstalking that is dismissed without a hearing, dismissed at an ex parte hearing due to failure to state a claim or lack of jurisdiction, or dismissed for any reason having to do with the sufficiency of the petition itself without an injunction being issued on or after July 1, 2017, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. A petition, and the contents thereof, for an injunction for protection against domestic violence, repeat violence, dating violence, sexual violence, stalking, or cyberstalking that is dismissed without a hearing, dismissed at an ex parte hearing due to failure to state a claim or lack of jurisdiction, or dismissed for any reason having to do with the sufficiency of the petition itself without an injunction being issued before July 1, 2017, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution only upon request by an individual named in the petition as a respondent. The request must be in the form of a signed, legibly written request specifying the case name, case number, document hearing, and page number. The request must be delivered by mail, facsimile, or electronic transmission or in person to the clerk of court. A fee may not be charged for such request.

3. Any information that can be used to identify a petitioner or respondent in a petition for an injunction against domestic violence, repeat violence, dating violence, sexual violence, stalking, or cyberstalking, and any affidavits, notice of hearing, and temporary injunction, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the respondent has been personally served with a copy of the petition for injunction, affidavits, notice of hearing, and temporary injunction.

(l) Personal identifying information and annuity contract numbers of a payee of a structured settlement as defined in s. 626.99296(2) and the names of family members, dependents, and beneficiaries of such payee contained within a court file relating to a proceeding for the approval of the transfer of structured settlement payment rights under s. 626.99296. Such information shall remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution during the pendency of the transfer proceeding and for 6 months after the final court order approving, or not approving, the transferee's application. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2027, unless reviewed and saved from repeal through reenactment by the Legislature.

(2) COURT RECORDS.—

(a) Until January 1, 2012, if a social security number or a bank account, debit, charge, or credit card number is included in a court file, such number may be included as part of the court record available for public inspection and copying unless redaction is requested by the holder of such number or by the holder's attorney or legal guardian.

(b) A request for redaction must be a signed, legibly written request specifying the case name, case number, document heading, and page number. The request must be delivered by mail, facsimile, electronic transmission, or in person to the clerk of the court. The clerk of the court does not have a duty to inquire beyond the written request to verify the identity of a person requesting redaction.

(c) A fee may not be charged for the redaction of a social security number or a bank account, debit, charge, or credit card number pursuant to such request.

(d) The clerk of the court has no liability for the inadvertent release of social security numbers, or bank account, debit, charge, or credit card numbers, unknown to the clerk of the court in court records filed on or before January 1, 2012.

(e)1. The clerk of the court must keep social security numbers confidential and exempt as provided for in s. 119.071(5)(a), and bank account, debit, charge, and credit card numbers exempt as provided for in s. 119.071(5)(b), without any person having to request redaction.

2. Section 119.071(5)(a)7. and 8. does not apply to the clerks of the court with respect to court records.

(f) A request for maintenance of a public records exemption in s. 119.071(4)(d)2. made pursuant to s. 119.071(4)(d)3. must specify the document type, name, identification number, and page number of the court record that contains the exempt information.

(g) The clerk of the court is not liable for the release of information that is required by the Florida Rules of Judicial Administration to be identified by the filer as confidential if the filer fails to make the required identification of the confidential information to the clerk of the court.

(3) OFFICIAL RECORDS.—

A person who prepares or files a record for recording in the official records as provided in chapter 28 may not include in that record a social security number or a bank account, debit, charge, or credit card number unless otherwise expressly required by law.

(a) If a social security number or a bank account, debit, charge, or credit card number is included in an official record, such number may be made available as part of the official records available for public inspection and copying unless redaction is requested by the holder of such number or by the holder's attorney or legal guardian.

1. If such record is in electronic format, on January 1, 2011, and thereafter, the county recorder must use his or her best effort, as provided in paragraph (d), to keep social security numbers confidential and exempt as provided for in s. 119.071(5)(a), and to keep complete bank account, debit, charge, and credit card numbers exempt as provided for in s. 119.071(5)(b), without any person having to request redaction.
2. Section 119.071(5)(a)7. and 8. does not apply to the county recorder with respect to official records.

(b) The holder of a social security number or a bank account, debit, charge, or credit card number, or the holder's attorney or legal guardian, may request that a county recorder redact from an image or copy of an official record placed on a county recorder's publicly available Internet website or on a publicly available Internet website used by a county recorder to display public records, or otherwise made electronically available to the public, his or her social security number or bank account, debit, charge, or credit card number contained in that official record.

1. A request for redaction must be a signed, legibly written request and must be delivered by mail, facsimile, electronic transmission, or in person to the county recorder. The request must specify the identification page number of the record that contains the number to be redacted.
2. The county recorder does not have a duty to inquire beyond the written request to verify the identity of a person requesting redaction.
3. A fee may not be charged for redacting a social security number or a bank account, debit, charge, or credit card number.

(c) A county recorder shall immediately and conspicuously post signs throughout his or her offices for public viewing, and shall immediately and conspicuously post on any Internet website or remote electronic site made available by the county recorder and used for the ordering or display of official records or images or copies of official records, a notice stating, in substantially similar form, the following:

1. On or after October 1, 2002, any person preparing or filing a record for recordation in the official records may not include a social security number or a bank account, debit, charge, or credit card number in such document unless required by law.
2. Any person has a right to request a county recorder to remove from an image or copy of an official record placed on a county recorder's publicly available Internet website or on a publicly available Internet website used by a county recorder to display public records, or otherwise made electronically available to the general public, any social security number contained in an official record. Such request must be made in writing and delivered by

mail, facsimile, or electronic transmission, or delivered in person, to the county recorder. The request must specify the identification page number that contains the social security number to be redacted. A fee may not be charged for the redaction of a social security number pursuant to such a request.

(d) If the county recorder accepts or stores official records in an electronic format, the county recorder must use his or her best efforts to redact all social security numbers and bank account, debit, charge, or credit card numbers from electronic copies of the official record. The use of an automated program for redaction is deemed to be the best effort in performing the redaction and is deemed in compliance with the requirements of this subsection.

(e) The county recorder is not liable for the inadvertent release of social security numbers, or bank account, debit, charge, or credit card numbers, filed with the county recorder.

(f) A request for maintenance of a public records exemption in s. 119.071(4)(d)2. made pursuant to s. 119.071(4)(d)3. must specify the document type, name, identification number, and page number of the official record that contains the exempt information.

119.084 Copyright of data processing software created by governmental agencies; sale price and licensing fee.—

(1) As used in this section, "agency" has the same meaning as in s. 119.011(2), except that the term does not include any private agency, person, partnership, corporation, or business entity.

(2) An agency is authorized to acquire and hold a copyright for data processing software created by the agency and to enforce its rights pertaining to such copyright, provided that the agency complies with the requirements of this subsection.

(a) An agency that has acquired a copyright for data processing software created by the agency may sell or license the copyrighted data processing software to any public agency or private person. The agency may establish a price for the sale and a licensing fee for the use of such data processing software that may be based on market considerations. However, the prices or fees for the sale or licensing of copyrighted data processing software to an individual or entity solely for application to information maintained or generated by the agency that created the copyrighted data processing software shall be determined pursuant to s. 119.07(4).

(b) Proceeds from the sale or licensing of copyrighted data processing software shall be deposited by the agency into a trust fund for the agency's appropriate use for authorized purposes. Counties, municipalities, and other political subdivisions of the state may designate how such sale and licensing proceeds are to be used.

(c) The provisions of this subsection are supplemental to, and shall not supplant or repeal, any other provision of law that authorizes an agency to acquire and hold copyrights.

119.092 Registration by federal employer's registration number.—

Each state agency which registers or licenses corporations, partnerships, or other business entities shall include, by July 1, 1978, within its numbering system, the federal employer's identification number of each corporation, partnership, or other business entity registered or licensed by it. Any state agency may maintain a dual numbering system in which the federal employer's identification number or the state agency's own number is the primary identification number; however, the records of such state agency shall be designed in such a way that the record of any business entity is subject to direct location by the federal employer's identification number. The Department of State shall keep a registry of federal employer's identification numbers of all business entities, registered with the Division of Corporations, which registry of numbers may be used by all state agencies.

119.10 Violation of chapter; penalties.—

(1) Any public officer who:

(a) Violates any provision of this chapter commits a noncriminal infraction, punishable by fine not exceeding $500.

(b) Knowingly violates the provisions of s. 119.07(1) is subject to suspension and removal or impeachment and, in addition, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(2) Any person who willfully and knowingly violates:

(a) Any of the provisions of this chapter commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) Section 119.105 commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

119.105 Protection of victims of crimes or accidents.—

Police reports are public records except as otherwise made exempt or confidential. Every person is allowed to examine nonexempt or nonconfidential police reports. A person who comes into possession of exempt or confidential information contained in police reports may not use that information for any commercial solicitation of the victims or relatives of the victims of the reported crimes or accidents and may not knowingly disclose such information to any third party for the purpose of such solicitation during the period of time that information remains exempt or confidential. This section does not prohibit the publication of such information to the general public by any news media legally entitled to possess that information or the use of such information for any other data collection or analysis purposes by those entitled to possess that information.

119.11 Accelerated hearing; immediate compliance.—

(1) Whenever an action is filed to enforce the provisions of this chapter, the court shall set an immediate hearing, giving the case priority over other pending cases.

(2) Whenever a court orders an agency to open its records for inspection in accordance with this chapter, the agency shall comply with such order within 48 hours, unless otherwise provided by the court issuing such order, or unless the appellate court issues a stay order within such 48-hour period.

(3) A stay order shall not be issued unless the court determines that there is a substantial probability that opening the records for inspection will result in significant damage.

(4) Upon service of a complaint, counterclaim, or cross-claim in a civil action brought to enforce the provisions of this chapter, the custodian of the public record that is the subject matter of such civil action shall not transfer custody, alter, destroy, or otherwise dispose of the public record sought to be inspected and examined, notwithstanding the applicability of an exemption or the assertion that the requested record is not a public record subject to inspection and examination under s. 119.07(1), until the court directs otherwise. The person who has custody of such public record may, however, at any time permit inspection of the requested record as provided in s. 119.07(1) and other provisions of law.

119.12 Attorney fees.—

(1) If a civil action is filed against an agency to enforce the provisions of this chapter, the court shall assess and award the reasonable costs of enforcement, including reasonable attorney fees, against the responsible agency if the court determines that:

(a) The agency unlawfully refused to permit a public record to be inspected or copied; and

(b) The complainant provides written notice identifying the public record request to the agency's custodian of public records at least 5 business days before filing the civil action, except as provided under subsection (2). The notice period begins on the day the written notice of the request is received by the custodian of public records, excluding Saturday, Sunday, and legal holidays, and runs until 5 business days have elapsed.

(2) The complainant is not required to provide written notice of the public record request to the agency's custodian of public records as provided in paragraph (1)(b) if the agency does not prominently post the contact information for the agency's custodian of public records in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website, if the agency has a website.

(3) The court shall determine whether the complainant requested to inspect or copy a public record or participated in the civil action for an improper purpose. If the court determines there was an improper purpose, the court may not assess and award the reasonable costs of enforcement, including reasonable attorney fees, to the complainant, and shall assess and award against the complainant and to the agency the reasonable costs, including reasonable attorney fees, incurred by the agency in responding to the civil action. For purposes of this subsection, the term "improper purpose" means a request to inspect or copy a public record or to participate in the civil action primarily to cause a violation of this chapter or for a frivolous purpose.

(4) This section does not create a private right of action authorizing the award of monetary damages for a person who brings an action to enforce the provisions of this chapter. Payments by the responsible agency may include only the reasonable costs of enforcement, including reasonable attorney fees, directly attributable to a civil action brought to enforce the provisions of this chapter.

119.15 Legislative review of exemptions from public meeting and public records requirements.—

(1) This section may be cited as the "Open Government Sunset Review Act."

(2) This section provides for the review and repeal or reenactment of an exemption from s. 24, Art. I of the State Constitution and s. 119.07(1) or s. 286.011. This act does not apply to an exemption that:

(a) Is required by federal law; or

(b) Applies solely to the Legislature or the State Court System.

(3) In the 5th year after enactment of a new exemption or substantial amendment of an existing exemption, the exemption shall be repealed on October 2nd of the 5th year, unless the Legislature acts to reenact the exemption.

(4)(a) A law that enacts a new exemption or substantially amends an existing exemption must state that the record or meeting is:

1. Exempt from s. 24, Art. I of the State Constitution;

2. Exempt from s. 119.07(1) or s. 286.011; and

3. Repealed at the end of 5 years and that the exemption must be reviewed by the Legislature before the scheduled repeal date.

(b) For purposes of this section, an exemption is substantially amended if the amendment expands the scope of the exemption to include more records or information or to include meetings as well as records. An exemption is not substantially amended if the amendment narrows the scope of the exemption.

(c) This section is not intended to repeal an exemption that has been amended following legislative review before the scheduled repeal of the exemption if the exemption is not substantially amended as a result of the review.

(5)(a) By June 1 in the year before the repeal of an exemption under this section, the Office of Legislative Services shall certify to the President of the Senate and the Speaker of the House of Representatives the language and statutory citation of each exemption scheduled for repeal the following year.

(b) An exemption that is not identified and certified to the President of the Senate and the Speaker of the House of Representatives is not subject to legislative review and repeal under this section. If the office fails to certify an exemption that it subsequently determines should have been certified, it shall include the exemption in the following year's certification after that determination.

(6)(a) As part of the review process, the Legislature shall consider the following:

1. What specific records or meetings are affected by the exemption?
2. Whom does the exemption uniquely affect, as opposed to the general public?
3. What is the identifiable public purpose or goal of the exemption?
4. Can the information contained in the records or discussed in the meeting be readily obtained by alternative means? If so, how?
5. Is the record or meeting protected by another exemption?
6. Are there multiple exemptions for the same type of record or meeting that it would be appropriate to merge?

(b) An exemption may be created, revised, or maintained only if it serves an identifiable public purpose, and the exemption may be no broader than is necessary to meet the public purpose it serves. An identifiable public purpose is served if the exemption meets one of the following purposes and the Legislature finds that the purpose is sufficiently compelling to override the strong public policy of open government and cannot be accomplished without the exemption:

1. Allows the state or its political subdivisions to effectively and efficiently administer a governmental program, which administration would be significantly impaired without the exemption;
2. Protects information of a sensitive personal nature concerning individuals, the release of which information would be defamatory to such individuals or cause unwarranted damage to the good name or reputation of such individuals or would jeopardize the safety of such individuals. However, in exemptions under this subparagraph, only information that would identify the individuals may be exempted; or
3. Protects information of a confidential nature concerning entities, including, but not limited to, a formula, pattern, device, combination of devices, or compilation of information which is used to protect or further a business advantage over those who do not know or use it, the disclosure of which information would injure the affected entity in the marketplace.

(7) Records made before the date of a repeal of an exemption under this section may not be made public unless otherwise provided by law. In deciding whether the records shall be made public, the Legislature shall consider whether the damage or loss to persons or entities uniquely affected by the exemption of the type specified in subparagraph (6)(b)2. or subparagraph (6)(b)3. would occur if the records were made public.

(8) Notwithstanding s. 768.28 or any other law, neither the state or its political subdivisions nor any other public body shall be made party to any suit in any court or incur any liability for the repeal or revival and reenactment of an exemption under this section. The failure of the Legislature to comply strictly with this section does not invalidate an otherwise valid reenactment.

D. EXEMPT AND CONFIDENTIAL RECORDS AND MEETINGS- EXEMPTION SUMMARIES.

It is recommended that these summaries be used as a reference only—interested parties should refer to the full text in the Florida Statutes before drawing legal conclusions.

Section 11.0431(2), F.S. – The text of s. 11.0431, F.S., relating to exemptions from disclosure for legislative records, is set forth in Appendix E.

Section 11.045(5)(b), F.S. – The legislative committee responsible for ethical conduct of lobbyists shall make sufficient deletions in advisory opinions issued pursuant to this subsection to prevent disclosing the identity of persons in the decisions or opinions.

Section 11.26(1), F.S. – Subject to s. 11.0431, legislative employees may not reveal to anyone outside the area of their direct responsibility the contents or nature of any request for services made by a legislator except with the consent of the member making the request.

Section 11.45(3)(i), F.S. – The identity of a donor or prospective donor to the capital development board who desires to remain anonymous is confidential and exempt from public disclosure requirements and such anonymity shall be maintained in the auditor's report.

Section 11.45(4)(c), F.S. – Audit reports prepared by the Auditor General become public records when final. Audit workpapers and notes are not public records; however, those materials necessary to support the computations in the final audit report may be made available by majority vote of the Legislative Auditing Committee after a public hearing showing proper cause.

Section 11.51(4), F.S. -- Work papers held by the Office of Program Policy Analysis and Government Accountability (OPPAGA) which relate to an authorized project or a research product are exempt.

Section 14.28, F.S. – All records developed or received by a state entity relating to a Board of Executive Clemency investigation are confidential and exempt from disclosure; however, such records may be released upon the approval of the Governor.

Section 15.07, F.S. – The journal of the executive session of the Senate shall be kept free from inspection or disclosure except upon order of the Senate or court of competent jurisdiction.

Section 15.16(3)(c), F.S. – Email addresses and secure login credentials held by the Department of State pursuant to the subsection are exempt from disclosure requirements.

Section 16.64, F.S. – Except as provided in the exemption, names, dates of birth, driver license numbers, home addresses, mailing addresses, telephone numbers, or electronic mail addresses in an application submitted to the Department of Legal Affairs by a person seeking compensation through the Dozier School for Boys and Okeechobee School Victim Compensation Program is confidential.

Section 16.716(1)(2), F.S. – Any information obtained by the Florida Gaming Control Commission which is exempt or confidential shall retain its exempt or confidential status. The information may be released by the commission to a governmental entity under the conditions prescribed in the exemption. Any portion of a commission meeting during which exempt or confidential information is discussed is exempt provided certain requirements are met.

Section 17.0401, F.S. – Except as otherwise provided by this section, information relative to an investigation by the Chief Financial Officer pursuant to s. 17.04 is confidential and exempt from disclosure until the investigation is complete or ceases to be active, or if the Chief Financial Officer submits such information to a law enforcement or prosecutorial agency, until that agency's investigation is complete or ceases to be active as that term is defined in the section.

Section 17.076(5), F.S. – All direct deposit records made prior to October 1, 1986, are exempt from s. 119.07(1). With respect to direct deposit records made on or after October 1, 1986, the names of the authorized financial institutions and the account numbers of the beneficiaries, as defined in the section, are confidential and exempt.

Section 17.325(3), F.S. – A caller on the governmental efficiency hotline established by the Chief Financial Officer under this section may remain anonymous, and, if the caller provides his or her name, the name is confidential.

Section 20.055(6)(b), F.S. – Inspector general audit workpapers and reports are public records to the extent that they do not include information which has been made confidential and exempt from s. 119.07(1). However, when the inspector general or a member of the staff receives from an individual a complaint or information that falls within the definition provided in s. 112.3187(5), the name or identity of the individual shall not be disclosed to anyone else without the individual's written consent, unless the inspector general determines that such disclosure is unavoidable during the course of the audit or investigation.

Section 24.1051(1), F.S. – Specified information, including records relating to security, lottery games and tickets, background checks, and nonpublic financial information about an entity that is provided in connection with financial responsibility review by the Department of the Lottery, is confidential and exempt.

Section 24.1051(2), F.S. – The street address and telephone number of a winner are confidential and exempt from disclosure, unless the winner consents to the release of such information, or as provided in cited statutes.

Section 24.1051(3), F.S. – The name of a winner of a prize valued at $250,000 or more is confidential and exempt from disclosure for 90 days from the date the prize is claimed unless the winner consents to the release of his or her name or as provided for in cited statutes.

Section 24.108(7)(b), F.S. – The portion of the Lottery Department's security report that contains specific recommendations is confidential and exempt from disclosure and may be released only as authorized in the subsection.

Section 27.151, F.S. – An executive order assigning or exchanging state attorneys pursuant to s. 27.14 or s. 27.15, if designated by the Governor to be confidential, is confidential and exempt from disclosure. The Governor may make public any such executive order by a subsequent executive order and at the expiration of a confidential executive order or any extensions thereof, the executive order and all associated orders and reports shall be open to the public pursuant to Ch. 119 unless the information contained in the executive order is confidential pursuant to cited laws.

Section 28.222(3)(g), F.S. – Certified copies of death certificates authorized for issuance by the Department of Health which exclude information made confidential under s. 382.008 and certified death certificates issued by another state shall be recorded by the clerk of circuit court.

Section 28.2221(5), F.S. – A county recorder may not place on a publicly available Internet website for general public display information made exempt from inspection or copying under s. 119.071 or a military discharge; death certificate; or court records relating to matters or cases governed by Florida rules relating to family law, juvenile procedure, or probate.

Section 28.47(5)(b), F.S. – All electronic mail addresses, telephone numbers, personal and business names, and parcel identification numbers submitted to the clerk or property appraiser for the purpose of registering for a recording notification service or a related service pursuant to this section are confidential and exempt.

Section 30.15(6), F.S. – All information held by the Department of Law Enforcement, a law enforcement agency, a school district, or a charter school that would identify whether a person has been certified to serve as a school guardian is exempt.

Section 39.00145(4), F.S. – Notwithstanding any other provision of law, all state and local agencies and programs that provide services to children or that are responsible for a child's safety, including the listed agencies, and any provider contracting with such agencies, may share with each other confidential records or information if the records or information are reasonably necessary to ensure access to appropriate services for the child. However, records or information

made confidential by federal law may not be shared. Also, this subsection does not apply to information concerning clients and records of certified domestic violence centers which are confidential under s. 39.908 and privileged under s. 90.5036.

Section 39.0132(3), F.S. – The clerk shall keep official records required by this chapter separate from other court records. The records may be inspected only upon court order by persons deemed to have a proper interest therein, except that, subject to s. 63.162, a child, and the parents of the child and their attorneys, guardian ad litem, criminal conflict and civil regional counsels, law enforcement agencies, the Department of Children and Families and its designees, and the attorney ad litem, if one is appointed, always have a right to inspect and copy official records pertaining to the child.

Section 39.0132(4)(a)1., F.S. -- All information obtained pursuant to this part in the discharge of official duty by any of the officials specified in the subsection is confidential and may not be disclosed to anyone other than persons entitled to receive such information under Ch. 39 or upon court order.

Section 39.0132(4)(a)2., F.S. – The following information held by a guardian ad litem is confidential and exempt: medical, mental health, substance abuse, child care, education, law enforcement, court, social services, and financial records; and any other information maintained by a guardian ad litem which is identified as confidential information under Ch. 39, F.S. Such confidential and exempt information may not be disclosed to anyone except as authorized in the exemption.

Section 39.101(3)(b), F.S. – The Department of Children and Families shall maintain the confidentiality of the telephone number, or Internet protocol (IP) address from which the report was received by the central abuse hotline which is included in the abuse report pursuant to this subsection in the same manner as given to the identity of the reporter pursuant to s. 39.202.

Section 39.202(1)(2), F.S. – Except as provided in this chapter, all records held by the Department of Children and Families concerning reports of child abandonment, abuse or neglect including reports made to the central abuse hotline and all records generated as a result of such reports are confidential and exempt from s. 119.07(1) and shall not be disclosed except as specifically authorized by this chapter. Such exemption from s. 119.07(1) applies to information in possession of those entities granted access pursuant to this section.

Section 39.202(2)(o), F.S. – Access to records concerning reports of child abuse, abandonment, or neglect shall be granted to any person in the event of the death of a child determined to be a result of abuse, abandonment, or neglect. Information identifying the person reporting abuse, abandonment, or neglect shall not be released, nor shall any information otherwise made confidential or exempt by law.

Section 39.202(5), F.S. – The name of, or other identifying information with respect to, any person reporting child abuse, abandonment, or neglect shall not be released to any person except as authorized in the subsection, without the written consent of the reporter.

Section 39.202(6), F.S. – All records and reports of the Child Protection Team of the Department of Health are confidential and exempt from ss. 119.07(1) and 456.057, and shall not be disclosed, except as provided in the subsection.

Section 39.301(18), F.S. – When the initial interview with the child in a child protective investigation or criminal investigation is conducted at school in the presence of school staff, information received during the interview or from any other source regarding the alleged abuse or neglect of the child shall be confidential and exempt, except as otherwise provided by court order.

Section 39.507(2), F.S. – Dependency adjudicatory hearings are open to the public, unless by special order the court determines that the public interest or welfare of the child is best served by closing the hearing.

Section 39.510(4) and (5), F.S. – The case on appeal in a dependency proceeding and any papers filed in appellate court shall be entitled with child's initials. The papers shall remain sealed

and shall not be open to public inspection. The original order of the appellate court with papers filed in an appeal shall be sealed and not open to inspection except by order of the appellate court.

Section 39.702(5)(d), F.S. – An independent not-for-profit agency authorized to administer a citizen review panel established to make recommendations concerning foster care as provided in this section shall ensure that all panel members have read, understood, and signed an oath of confidentiality relating to written or verbal information provided to members for review hearings.

Section 39.809(4), F.S. – All hearings involving termination of parental rights are confidential and closed to the public.

Section 39.814(3) and (4), F.S. – All court records required by this part (termination of parental rights) shall be kept separate from other records. Such records are not open to public inspection. All information obtained pursuant to this part by officials specified therein shall be confidential and exempt from s. 119.07(1) and may not be disclosed to anyone other than the authorized officials and agencies, except by court order.

Section 39.815(4) and (5), F.S. – An appeal in a case involving a termination of parental rights must be docketed, and any papers filed in the appellate court must be titled with the initials, but not the name, of the child and the court case number, and the papers must remain sealed in the office of the appellate court clerk when not in use by the court and may not be open to public inspection. The original order of the appellate court, with all papers filed in the case on appeal, must remain in the clerk's office, sealed and not open to inspection except by court order.

Section 39.821(1), F.S. – Information collected pursuant to the security background investigation for a guardian ad litem is confidential and exempt from s. 119.07(1).

Section 39.827(4), F.S. – The hearing for appointment of a guardian advocate is confidential. The court records are confidential and exempt from s. 119.07(1) and may be inspected only upon court order or by the persons and entities identified in the subsection. All information obtained pursuant to this part is confidential and exempt from s. 119.07(1) and shall not be disclosed to anyone other than authorized personnel of the court or the Department of Children and Families and its designees, except upon court order.

Section 39.908, F.S. – Information about clients received by the Department of Children and Families or by authorized persons employed by or volunteering services to a domestic violence center, through files, reports, inspection or otherwise is confidential and exempt from s. 119.07(1). Except as provided in the section, information about the location of domestic violence centers and facilities is confidential and exempt from s. 119.07(1).

Section 40.50(2), F.S. – The court should emphasize the confidentiality of notes taken by jurors as provided in this subsection.

Section 44.102(3), F.S. – All written communications in a court-ordered mediation proceeding, other than an executed settlement agreement, shall be exempt from the requirements of Ch. 119.

Section 44.201(5), F.S. – Any information relating to a dispute which is obtained by any person while performing any duties for a Citizen Dispute Settlement Center is exempt from s. 119.07(1).

Section 44.405(1), F.S. – Except as provided in the section, mediation communications, as defined in the Mediation Confidentiality and Privilege Act, are confidential.

Section 44.407(9), F.S. – Except as provided in the exemption, eldercaring coordination communications, as defined in the exemption, are confidential.

Section 61.1827, F.S. – Any information that reveals the identity of applicants for or recipients of child-support services, including the name, address, and telephone number of such persons, held by a non-Title IV-D county child-support enforcement agency is confidential and exempt from public disclosure requirements.

Section 61.183(3), F.S. – Information concerning mediation proceedings involving contested issues relating to custody parental responsibility, primary residence, access to, visitation with, or support of a child pursuant to this section which is obtained by any person performing mediation duties is exempt from s. 119.07(1).

Section 61.404, F.S. – A guardian ad litem shall maintain as confidential all information and documents received from any source described in s. 61.403(2) and may not disclose such information or documents except, in the guardian ad litem's discretion, in a report to the court or as directed by the court.

Section 63.022(4)(i), F.S. – The records of all proceedings concerning custody and adoption of a minor are confidential and exempt except as provided in s. 63.162.

Section 63.0541, F.S. – All information contained in the Florida Putative Father Registry is confidential and exempt except as provided in the section.

Section 63.089(8), F.S. – Except as provided in the exemption, all records relating to a petition to terminate parental rights pending adoption are subject to the provisions of s. 63.162, F.S.

Section 63.102(1), F.S. – Except for a joint petition for the adoption of a stepchild, a relative, or an adult, any name by which the minor was previously known may not be disclosed in the petition for adoption, the notice of hearing, or the judgment of adoption, or the court docket as provided in s. 63.162(3).

Section 63.162(1), F.S. – Hearings held in proceedings under the Florida Adoption Act are closed.

Section 63.162(2), F.S. – All papers and records pertaining to an adoption are confidential and subject to inspection only upon court order except as provided in s. 63.162(4), authorizing disclosure without a court order in certain circumstances. Adoption papers and records of the Department of Children and Families, a court, or any other governmental agency are exempt from s. 119.07(1).

Section 63.162(6), F.S. – Except as provided in s. 63.162(4), identifying information regarding birth parents, adoptive parents, and adoptees may not be disclosed unless a birth parent, adoptive parent, or adoptee has authorized in writing the release of such information concerning himself or herself.

Section 63.165(1), F.S. – Except as provided in this section, information in the state registry of adoption information is confidential and exempt.

Section 68.083(8), F.S. – The complaint and information held by the Department of Legal Affairs pursuant to an investigation of a violation of the False Claims Act is confidential and exempt and may not be disclosed until the investigation is complete, or as otherwise provided in the exemption.

Section 69.081(8), F.S. – Any portion of an agreement which conceals information relating to the settlement or resolution of any claim or action against an agency is void, contrary to public policy and may not be enforced.

Section 73.0155, F.S. – Except as provided in the exemption, specified business information provided by the owner of a business to a governmental condemning authority as part of an offer of business damages is confidential and exempt from disclosure requirements, if the owner requests in writing that the business information be held confidential and exempt.

Section 90.502(5), F.S. – Communications made by a person who seeks or receives services from the Department of Revenue under the child support enforcement program to the attorney representing the department shall be confidential and privileged and shall not be disclosed to anyone other than the agency except as provided in this section.

Section 92.56, F.S. – The confidential and exempt status of criminal intelligence information or criminal investigative information made confidential and exempt pursuant to s.

119.071(2)(h) must be maintained in court records pursuant to s. 119.0714(1)(h) and in court proceedings, including testimony from witnesses.

Section 97.057(2)(a)4. and 5., F.S. – All declinations to register to vote pursuant to this section (relating to voter registration by the Department of Highway Safety and Motor Vehicles) will remain confidential and may be used only for voter registration purposes. The particular driver license office in which the person applies to register to vote or updates a voter registration record will remain confidential and may be used only for voter registration purposes.

Section 97.0585, F.S. – The following information held by an agency and obtained for the purpose of voter registration is confidential and exempt and may be used only for purposes of voter registration: declinations to register to vote made pursuant to ss. 97.057 and 97.058; information relating to the place where a person registered to vote or where a person updated a voter registration; the social security number, driver license number, and Florida identification number of a voter registration applicant or voter; and all information concerning preregistered voter registration applicants who are 16 or 17 years of age. The signature of a voter registration applicant or a voter is exempt from the copying requirements. Information made confidential and exempt under this section may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform required duties related to election administration.

Section 98.045(3), F.S. – Each supervisor shall maintain for at least 2 years and make available for public inspection and copying, all records concerning implementation of registration list maintenance programs and activities conducted pursuant to cited statutes. The records must include lists of the name and address of each person to whom a notice was sent and information as to whether each such person responded to the mailing, but may not include any information that is confidential or exempt from public records requirements under the Election Code.

Section 98.075(2)(c), F.S. – Information received by the Department of State from another state or the District of Columbia upon the department becoming a member of the nongovernmental entity provided in this subsection to share and exchange information in order to verify voter registration information, which is confidential or exempt pursuant to the laws of that state or the District of Columbia, is exempt from disclosure requirements.

Section 101.5607(1)(d), F.S. – Section 119.071(1)(f) which provides an exemption from s. 119.07(1) for data processing software designated as sensitive, applies to all software on file with the Department of State.

Section 101.62(2), F.S. – Information regarding a request for a vote-by-mail ballot that is recorded by the supervisor of elections pursuant to this subsection is confidential and exempt from s. 119.07(1) and shall be made available to or reproduced only for the individuals and entities set forth in the exemption, for political purposes only.

Section 106.0706, F.S. – All user identifications and passwords held by the Department of State pursuant to s. 106.0705 are confidential and exempt from disclosure. Information entered in the electronic filing system for purposes of generating a report pursuant to s. 106.0705 is exempt but is no longer exempt once the report is generated and filed with the Division of Elections.

Section 106.25(7), F.S. – Except as otherwise provided in the subsection, sworn complaints filed pursuant to Ch. 106 with the Florida Elections Commission, investigative reports or other papers of the commission relating to a violation of Chs. 106 or 104, and proceedings of the commission relating to a violation of said chapters are confidential and exempt from s. 119.07(1) and s. 286.011.

Section 110.1091(2), F.S. – A state employee's personal identifying information contained in records held by the employing agency relating to an employee's participation in an employee assistance program is confidential and exempt.

Section 110.1127(2)(d) and (e), F.S. – It is a first degree misdemeanor to willfully use information contained in records obtained pursuant to employment screening required for certain positions for purposes other than background screening or investigation for employment, or to

release such information to other persons for purposes other than preemployment screening or investigation. It is a felony of the third degree for any person willfully, knowingly, or intentionally to use juvenile records information for any purpose other than those specified in this section or to release such information to other persons for purposes other than those specified in the section.

Section 110.123(5)(a), F.S. – A physician's fee schedule used in the health and accident plan is not available for inspection or copying by medical providers or other persons not involved in the administration of the state group insurance program.

Section 110.123(10), F.S. – Patient medical records and medical claims records of state employees, former state employees, and their eligible covered dependents, in the custody or control of the state group insurance program are confidential and exempt.

Section 110.12301(3), F.S. – Records collected for the purpose of dependent eligibility verification services conducted for the state group insurance program and held by the Department of Management Services are confidential and exempt. This subsection does not apply to records that are otherwise open for inspection and copying which are held by the Department for purposes other than for the performance of dependent eligibility verification services.

Section 110.201(4), F.S. – All discussions between the Department of Management Services and the Governor, and between the Department of Management Services and the Administration Commission, or agency heads, or between any of their respective representatives, relative to collective bargaining, are exempt from s. 286.011 and all work products relative to collective bargaining developed in conjunction with such discussions are confidential and exempt.

Section 112.0455(8)(l), F.S. – All documentation relative to a state agency employer's explanation as to why a job applicant or employee's explanation of positive drug test results is unsatisfactory, along with the report of the positive test results, are confidential and exempt.

Section 112.0455(8)(t), F.S. – The documentation prepared by a state agency employer which formed the basis of the employer's determination that reasonable suspicion existed to warrant drug testing under this section is confidential and exempt, except that a copy of this documentation shall be given to the employee upon request.

Section 112.0455(11)(a), F.S. – Except as provided in the subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a state agency's drug testing program are confidential and are exempt from disclosure except as provided in this section.

Section 112.08(7), F.S. -- Medical records and medical claims records in the custody of county or municipal government relating to county or municipal employees, former county or municipal employees, or eligible dependents of such employees enrolled in a county or municipal group insurance plan or self-insurance plan are confidential and are exempt from s. 119.07(1). Such records shall not be furnished to any person other than the employee or the employee's legal representative, except as provided in the subsection.

Section 112.08(8), F.S. – Patient medical records and medical claims records of water management district employees, former employees, and eligible dependents in the custody or control of a water management district under its group insurance plan established pursuant to s. 373.605 are confidential and exempt. Such records shall not be furnished to any person other than the employee or the employee's legal representative except as provided in the subsection.

Section 112.21(1), F.S. – All records identifying individual participants in any contract or account under s. 112.21 (relating to tax-sheltered annuities or custodial accounts for governmental employees) and their personal account activities are confidential and exempt.

Section 112.215(7), F.S. – All records identifying individual participants in any deferred compensation plan and their personal account activities shall be confidential and exempt from s. 119.07(1).

Section 112.31446(6)(a), F.S. – All secure login credentials held by the Commission on Ethics for the purpose of allowing access to the electronic filing system are exempt from disclosure

requirements.

S**ection 112.31446(6)(b), F.S.,** – Information entered in the electronic filing system for purposes of financial disclosure is exempt from disclosure requirements. The information is no longer exempt once the disclosure of financial interests or statement of financial interests is submitted to the Commission on Ethics or, in the case of a candidate, filed with a qualifying officer, whichever occurs first.

Section 112.3188(1), F.S. – The identity of an individual who discloses in good faith to the Chief Inspector General, an agency inspector general, a local chief executive officer, or other appropriate local official information that alleges that an employee or agent of an agency or independent contractor has violated certain laws or committed, or is suspected of committing, specified acts may not be disclosed to anyone other than staff of the above officials without the written consent of the individual, unless such official determines that disclosure is authorized for the reasons specified in the subsection.

Section 112.3188(2), F.S. – Except as specifically authorized by s. 112.3189, or this subsection, all information received by the Chief Inspector General or an agency inspector general or information produced or derived from fact-finding or other investigations conducted by the Department of Law Enforcement or the Florida Commission on Human Relations, is confidential and exempt from disclosure if the information is being received or derived from allegations as set forth in subsection (1) and an investigation is active. All information received by a local chief executive officer or appropriate local official or information produced or derived from fact-finding or investigations conducted by a local government pursuant to s. 112.3187(8)(b), is confidential and exempt if the information is received or derived from allegations as set forth in s. 112.3188(1)(a) or (b) and the investigation is active.

Section 112.31901, F.S. – If certified pursuant to the exemption, an investigatory record of the Chief Inspector General within the Office of the Governor or of the employee designated by an agency head as the agency inspector general under s. 112.3189 is exempt from disclosure requirements for the time period specified in the exemption. The provisions of this section do not apply to whistle-blower investigations conducted pursuant to the whistle-blower act.

Section 112.3215(8)(b), F.S. – All proceedings, the complaint, and other records relating to the investigation of a sworn complaint of a violation of this section which relates to executive branch and Constitution Revision Commission lobbyists, and any meeting held pursuant to the investigation, are confidential and exempt from disclosure until the alleged violator requests in writing that such investigation and associated records and meetings be made public, or until the Ethics Commission determines whether probable cause exists to believe that a violation has occurred.

Section 112.3215(8)(e), F.S. – Records relating to an audit of a lobbying firm lobbying the executive branch or the Constitution Revision Commission or an investigation of violations of the lobbying compensation reporting laws and any meetings held pursuant to the investigation or at which such an audit is discussed are exempt from public records and meetings requirements either until the lobbying firm requests in writing that such records and meetings be made public or until the Commission on Ethics determines there is probable cause that the audit reflects a violation of the reporting laws.

Section 112.324(2), F.S. – The complaint and records relating to the complaint or to any preliminary investigation held by the Ethics Commission or other specified entities are confidential and exempt from public disclosure. Written referrals and records relating to such referrals held by the Commission and referring entities, and records relating to any preliminary investigation of such referrals held by the Commission are confidential and exempt. Any portion of a proceeding conducted by the Commission or other specified entities pursuant to a complaint or referral are exempt from open meetings requirements. The above exemptions apply until: the complaint is dismissed as legally insufficient; the alleged violator requests in writing that such records and proceedings be made public; the Commission determines that it will not investigate a referral; or the Commission or other listed entity determines whether probable cause exists to believe that a violation has occurred.

Section 112.532(4)(b), F.S. – The contents of the complaint and investigation must remain confidential until such time as the employing law enforcement agency makes a final determination whether to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal.

Section 112.533(5)(a), F.S. – A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation of the complaint is confidential until the investigation ceases to be active, or until the agency head or agency head's designee provides written notice to the officer who is the subject of the complaint, that the agency has concluded the investigation with either a finding: Not to proceed with disciplinary action or to file charges; or to proceed with disciplinary action or to file charges.

Section 119.071(1)(a), F.S. – Examination questions and answer sheets of examinations administered for the purpose of licensure, certification, or employment are exempt. A person who has taken the examination has the right to review his or her own completed examination.

Section 119.071(1)(b), F.S. – Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation, as defined in the exemption, are exempt until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Section 119.071(1)(c), F.S. – Any financial statement or other information necessary to verify the financial adequacy of a prospective bidder which an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a solicitation for a road or any other public works project is exempt.

Section 119.071(1)(d), F.S. – A public record prepared by an agency attorney or prepared at the attorney's express direction, that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency, and that was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or that was prepared in anticipation of imminent litigation or proceedings, is exempt until the conclusion of the litigation or proceedings.

Section 119.071(1)(e), F.S. – Any videotape or video signal that, under an agreement with an agency, is produced, made, or received by, or is in the custody of, a federally licensed radio or television station or its agent is exempt.

Section 119.071(1)(f), F.S. – Agency-produced software that is sensitive is exempt.

Section 119.071(1)(g), F.S. – Information relating to communications services locations, project proposals, and challenges submitted to the Department of Commerce under s. 288.9962, or pursuant to a federal broadband access grant program implemented by the department, is confidential and exempt, if such information is not otherwise publicly available and release would reveal information specified in the exemption.

Section 119.071(2)(a), F.S. – All criminal intelligence and criminal investigative information received by a criminal justice agency prior to January 25, 1979, is exempt.

Section 119.071(2)(b), F.S. – Whenever criminal intelligence information or criminal investigative information held by a non-Florida criminal justice agency is available to a Florida criminal justice agency only on a confidential or similarly restricted basis, the Florida criminal justice agency may obtain and use such information in accordance with the conditions imposed by the providing agency.

Section 119.071(2)(c), F.S. – Active criminal intelligence information and active criminal investigative information are exempt. A request by made by a law enforcement agency to inspect or copy a public record that is in the custody of another agency and the custodian's response to the request, and any information that would identify whether a law enforcement agency has requested or received that public record are exempt, during the period in which the information constitutes active criminal intelligence information or active criminal investigative information.

Section 119.071(2)(d), F.S. – Any information revealing surveillance techniques or procedures or personnel is exempt. Any comprehensive inventory of state and local law enforcement resources compiled pursuant to cited statute, and any comprehensive policies or plans compiled by a criminal justice agency pertaining to the mobilization, deployment, or tactical operations involved in responding to an emergency, as defined in cited statute, are exempt, and unavailable for inspection except by cited agencies.

Section 119.071(2)(e), F.S. – Any information revealing the substance of a confession of a person arrested is exempt, until such time as the criminal case is finally determined by adjudication, dismissal, or other final disposition.

Section 119.071(2)(f), F.S. – Any information revealing the identity of a confidential informant or source is exempt.

Section 119.071(2)(g)1., F.S. – All complaints or other records in the custody of any agency which relate to a complaint of discrimination relating to race, color, religion, sex, national origin, age, handicap, or marital status in connection with specified employment related activities are exempt until a finding is made relating to probable cause, the investigation of the complaint becomes inactive, or the complaint or other record is made part of the official record of any hearing or proceeding. The exemption does not affect any function or activity of the Florida Commission on Human Relations. Disclosure is authorized to governmental agencies as provided in the exemption.

Section 119.071(2)(g)2., F.S. – If an alleged victim chooses not to file a complaint and requests that records of the complaint remain confidential all records relating to an allegation of employment discrimination are confidential and exempt.

Section 119.071(2)(h), F.S. – The following criminal intelligence information or criminal investigative information is confidential and exempt: any information that reveals the identity of the victim of the crime of child abuse as defined by ch. 827, or that reveals the identity of a person under the age of 18 who is the victim of the crime of human trafficking proscribed in s. 786.06(3)(a); any information which may reveal the identity of a victim of any sexual offense including a sexual offense proscribed in cited statutes; a photograph, videotape, or image of any part of the body of the victim of a sexual offense prohibited under cited statutes, regardless of whether the photograph, videotape, or image identifies the victim. Disclosure is authorized under the circumstances cited in the exemption.

Section 119.071(2)(i), F.S. – Any criminal intelligence information or criminal investigative information that reveals the personal assets of the victim of a crime, other than property stolen or destroyed during the commission of the crime, is exempt.

Section 119.071(2)(j)1., F.S. – Any document that reveals the identity, home or employment telephone number, home or employment address, or personal assets of the victim of a crime and identifies that person as the victim of a crime, which document is received by an agency that regularly receives information from or concerning the victims of crime, is exempt. Any information not otherwise exempt which reveals specified information of a person who has been a victim of stated crimes is exempt upon written request of the victim which must include official verification that an applicable crime has occurred. The exemption ends 5 years after the receipt of the written request.

Section 119.071(2)(j)2., F.S. – Any information in a videotaped statement of a minor who is alleged to be or who is a victim of sexual battery, lewd acts, or other sexual misconduct proscribed in cited statutes, which reveals specified information about that minor and identifies

that minor as the victim of a crime described in cited statutes is confidential and exempt.

Section 119.071(2)(k), F.S. – A complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint of misconduct is confidential until the investigation ceases to be active or the agency provides written notice to the employee who is the subject of the complaint in the manner provided in the exemption.

Section 119.071(2)(l), F.S. – A body camera recording, or portion thereof, is confidential and exempt if the recording is taken within the locations specified in the exemption. Disclosure is authorized or required in specified circumstances.

Section 119.071(2)(m), F.S. – Criminal intelligence information or criminal investigative information that reveals the personal identifying information of a witness to a murder, as described in cited statute, is confidential and exempt for 2 years after the date on which the murder is observed by the witness. Criminal justice agencies are authorized to disclose the information under the circumstances set forth in the exemption.

Section 119.071(2)(n), F.S. – Personal identifying information of the alleged victim in an allegation of sexual harassment or the victim of sexual harassment is confidential and exempt if such information identifies that person as an alleged victim or as a victim of sexual harassment. Such information may be disclosed to another governmental entity in the furtherance of its official duties. Confidentiality may be waived in writing by the victim or the alleged victim.

Section 119.071(2)(o), F.S. – The address of a victim of an incident of mass violence is exempt. For purposes of the exemption, the term "victim" means a person killed or injured during an incident of mass violence, not including the perpetrator. The term "incident of mass violence" means an incident in which 4 or more people, not including the perpetrator, are severely injured or killed by an intentional and indiscriminate act of violence of another.

Section 119.071(2)(p), F.S. – Except as provided in the exemption, photographs, videos, or audio recordings that depict or record the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence or the killing of a minor, or the suicide of a person, as these terms are defined in the exemption are confidential and exempt from disclosure.

Section 119.071(2)(q), F.S. – Conviction integrity unit reinvestigation information, as defined in the exemption, is exempt from disclosure for a reasonable period of time during an active, ongoing, and good faith investigation of an actual innocence claim in a case that previously resulted in the conviction of the accused person and until the claim is no longer capable of further investigation.

Section 119.071(2)(r), F.S. – Investigative genetic genealogy information and materials as defined in the exemption are confidential and exempt from disclosure requirements. Certain disclosures are authorized.

Section 119.071(3)(a), F.S. – A security or firesafety system plan, as defined in the exemption, or a portion thereof for a property owned by or leased to the state or any of its political subdivisions; or for any privately owned or leased property held by an agency is confidential and exempt. Disclosure is authorized under the circumstances set forth in the exemption.

Section 119.071(3)(b), F.S. – Building plans, blueprints, schematic drawings and diagrams which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt. Disclosure is authorized under the circumstances set forth in the exemption.

Section 119.071(3)(c), F.S. – Building plans, blueprints, schematic drawings, and diagrams which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development, as these terms are defined in the exemption, which records are held by an agency, are exempt.

Section 119.071(3)(d), F.S. – Information relating to the National Public Safety Broadband Network established in cited federal law which is held by an agency is confidential and exempt if disclosure would reveal information cited in the exemption.

Section 119.071(3)(e), F.S. – Building plans and other specified records that depict the structural elements of 911, E911, or public safety radio communication system infrastructure, structures, or facilities owned and operated by an agency, and geographical maps showing the actual or proposed locations of such communication system infrastructure, structures, or facilities are exempt. Disclosure is authorized under the circumstances set forth in the exemption.

Section 119.071(4)(a), F.S. – The social security number of all current and former agency employees which are held by the employing agency are confidential and exempt. Disclosure is authorized under the circumstances set forth in the section.

Section 119.071(4)(b)1., F.S. – Medical information pertaining to a prospective, current, or former officer or employee of an agency which, if disclosed, would identify that officer or employee is exempt. However, the information may be disclosed if the person to whom the information pertains or the person's legal representative provides written permission or pursuant to court order.

Section 119.071(4)(b)2., F.S. – Personal identifying information of a dependent child, as defined in cited statute, of a current or former officer of employee of an agency, which dependent child is insured by an agency group insurance plan, is exempt.

Section 119.071(4)(c), F.S. – Any information revealing undercover personnel of any criminal justice agency is exempt.

Section 119.071(4)(d), F.S. – Home addresses, telephone numbers, and other specified personal information of specified current and former public employees and officers and their families are exempt. For more information, please refer to the text of the Florida Statutes at www.leg.state.fl.us or you may review pages 144-155 of this Manual.

Section 119.071(4)(e), F.S. – Law enforcement geolocation information, as defined in the exemption, that is held by a law enforcement agency is exempt. The exemption does not apply to traffic citations, crash reports, homicide reports, arrest reports, or any other official reports issued by an agency which contain law enforcement geolocation information. Disclosure is authorized under specified circumstances.

Section 119.071(5)(a), F.S. – Social security numbers held by an agency are confidential and exempt. Disclosure is authorized under the circumstances set forth in the exemption.

Section 119.071(5)(b), F.S. – Bank account numbers and debit, charge, and credit card numbers held by an agency are exempt.

Section 119.071(5)(c), F.S. – Information that would identify or locate a child, as that term is defined in the exemption, who participates in a government-sponsored recreation program, as that term is defined in the exemption, is exempt. Information that would identify or locate a parent or guardian of the child participant is exempt.

Section 119.071(5)(d), F.S. – All records supplied by a telecommunications company, as defined by cited statute, to an agency which contain the name, address, and telephone number of subscribers are confidential and exempt.

Section 119.071(5)(e), F.S. – Any information provided to an agency for the purpose of forming ridesharing arrangements, which information reveals the identity of an individual who has provided his or her name for ridesharing, as defined in cited statute, is exempt.

Section 119.071(5)(f)1.a. and b., F.S. – The following information held by the Department of Commerce, the Florida Housing Finance Corporation, a county, a municipality, or a local housing finance agency is confidential and exempt: Medical history records and information related to health or property insurance provided by an applicant for or a participant in a federal, state, or local housing assistance program; and property photographs and personal

identifying information of an applicant for or a participant in a federal, state, or local housing assistance program for the purpose of disaster recovery assistance for a presidentially declared disaster. Disclosure is authorized under specified circumstances.

Section 119.071(5)(g), F.S. – Biometric identification information, as defined in the exemption, held by an agency before, on, or after the effective date of this exemption is exempt.

Section 119.071(5)(h), F.S. – Personal identifying information of an applicant for or a recipient of paratransit services which is held by an agency is confidential and exempt. Disclosure is authorized under the circumstances set forth in the exemption.

Section 119.071(5)(i), F.S. – Identification location information, as defined in the exemption, of current or former federal prosecutors, judges, and magistrates and their spouses and children is exempt, provided that certain conditions are met.

Section 119.071(5)(j), F.S. – Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt.

Section 119.0711, F.S. – When an agency of the executive branch of state government seeks to acquire real property by purchase or through the exercise of eminent domain, all appraisals, other reports relating to value, offers, and counter offers are exempt until execution of a valid option contract, as defined in the exemption, or a written offer to sell that has been conditionally accepted by the agency, at which time the exemption shall expire. An agency of the executive branch may exempt title information, including names and addresses of property owners whose property is subject to acquisition by purchase or through the exercise of the power of eminent domain, from disclosure requirements to the same extent as appraisals, other reports relating to value, offers, and counteroffers.

Section 119.0712(1), F.S. – All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from disclosure requirements. Information made confidential and exempt by this subsection shall be disclosed with the express written consent of the individual or the individual's legal authorized representative; in a medical emergency, but only to the extent necessary to protect the health or life of the individual; by court order upon good cause; or to a health research agency under the conditions set forth in the subsection.

Section 119.0712(2)(b), F.S. – Personal information, including highly restricted personal information as defined in cited federal law, contained in a motor vehicle record, as defined in the exemption, is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss 2721 et. seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.

Section 119.0712(2)(c), F.S. – E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to cited statutes are exempt from disclosure requirements.

Section 119.0712(2)(d), F.S. – Emergency contact information contained in a motor vehicle record, is confidential and exempt. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in an emergency, or to a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to cited statutes for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts.

Section 119.0712(2)(f)1, F.S. – Secure login credentials, as defined in the exemption, that are held by the Department of Highway Safety and Motor Vehicles are exempt.

Section 119.0712(2)(f)2, F.S. – Internet protocol addresses, geolocation data, and other information held by the Department of Highway Safety and Motor Vehicles which describes the location, computer, computer system, or computer network from which a user accesses a public-

facing portal, as defined in the exemption, and the dates and times that a user accesses the portal, are exempt.

Section 119.0712(3), F.S. – The following information held by the Office of Financial Regulation is confidential: Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law; any information received or developed by the Office as part of a joint or multiagency examination or investigation with such agencies.

Section 119.0712(4), F.S. – Information held by the Department of Military Affairs that is stored in a United States Department of Defense system of records, transmitted using a United States Department of Defense network or communications device, or pertaining to the United States Department of Defense, pursuant to cited federal law, is exempt.

Section 119.0713(1), F.S. – All complaints and other records in the custody of any unit of local government which relate to a complaint of discrimination relating to race, color, religion, sex, national origin, age, handicap, marital status, sale or rental of housing, the provision of brokerage services, or the financing of housing are exempt until a finding is made relating to probable case, the investigation of the complaint becomes inactive, or the complaint or other record is made part of the official record of any hearing or court proceeding. This provision does not affect any function or activity of the Florida Commission on Human Relations. Access by specified agencies is authorized.

Section 119.0713(2), F.S. – The audit report of an internal auditor and the investigative report of the inspector general prepared for or on behalf of a unit of local government, as defined in the exemption, becomes a public record when the audit report or investigative report becomes final. An audit or investigation becomes final when it is presented to the unit of local government. Audit workpapers and notes related to such audit and information received, produced, or derived from an investigation are confidential until the audit or investigation is complete and the audit report becomes final or when the investigation is no longer active. An investigation is active if it is continuing with a reasonable, good faith anticipation of resolution and with reasonable dispatch.

Section 119.0713(3), F.S. – Any data, record, or document used directly or solely by a municipally owned utility to prepare and submit a bid relative to the sale, distribution, or use of any service, commodity, or tangible personal property to any customer or prospective customer is exempt. The exemption commences when a municipal utility identifies in writing a specific bid to which it intends to respond, and no longer applies when the conditions occur as set forth in the exemption.

Section 119.0713(4), F.S. – Proprietary confidential information, as defined in the exemption, which is held by an electric utility that is subject to Ch. 119 in conjunction with a due diligence review of an electric project, as defined in cited statute, or a project to improve the delivery, cost, or diversification of fuel or renewable energy resources is confidential and exempt.

Section 119.0713(5)(a), F.S. – The following information held by a utility owned or operated by a unit of local government is exempt from public disclosure requirements: Specified security technology information and customer meter-derived data and billing information in increments less than one billing cycle.

Section 119.0715, F.S. – A trade secret, as defined in s. 688.002, that is held by an agency is confidential and exempt. Disclosure is authorized to an officer or employee of another agency or governmental entity whose use of the trade secret is within the scope of his or her responsibilities.

Section 119.0725(2)(3)(5), F.S. – The following information held by an agency is confidential and exempt: Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency; information relating to critical infrastructure; cybersecurity incident information reported pursuant to cited statutes; specified information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity

incidents, if disclosure would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information as specified in the exemption. Any portion of a meeting revealing information made confidential under subsection (2) is exempt from open meetings requirements. The exempt portion may not be off the record and must be recorded and transcribed; the recording and transcription are confidential and exempt. Disclosure of confidential information is authorized as provided in the exemption.

Section 121.031(5), F.S. – The names and addresses of retirees are confidential and exempt from s. 119.07(1) to the extent that no state or local governmental agency may provide the names or addresses of such persons in aggregate, compiled, or list form to any person except as authorized in the subsection.

Section 121.4501(19), F.S. – Personal identifying information of a member in the investment plan contained in Florida Retirement System records held by the State Board of Administration or the Department of Management Services is exempt from public disclosure requirements.

Section 125.0104(3)(h), F.S. – Department of Revenue records showing the amount of tourist development taxes collected, including the amount of taxes collected for and from each county in which the tourist development tax is applicable, are open for inspection except as provided in s. 213.053.

Section 125.0104(9)(d)1., F.S. – Information given to a county tourism promotion agency which, if released, would reveal the identity of persons or entities who provide information as a response to a sales promotion effort, an advertisement, or a research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data, is exempt from disclosure.

Section 125.0104(9)(d)2., F.S. – When held by a county tourism promotion agency, the following are exempt from disclosure: booking business records, as defined in s. 255.047; trade secrets and commercial or financial information gathered from a person and privileged or confidential, as defined and interpreted under 5 U.S.C. s. 552(b)(4).

Section 125.012(26), F.S. – Pursuant to authorization granted by this section concerning certain transportation-related projects defined in s. 125.011, a board of county commissioners is empowered to maintain the confidentiality of trade information and data to the extent that such information is protected under applicable federal and federally-enforced patent and copyright laws.

Section 125.025, F.S. – Pursuant to authorization granted by this section concerning operation of export trading companies, a board of county commissioners is empowered to maintain the confidentiality of trade information to the extent such information is protected under applicable federal export trading company law, and under federal and federally enforced patent and copyright laws.

Section 125.355(1), F.S. – Appraisals, offers, and counteroffers relating to a county's purchase of real property pursuant to this section are not available for public disclosure and are exempt from s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the board of county commissioners. If a contract or agreement for purchase is not submitted to the board for approval, then the exemption from s. 119.07(1) expires 30 days after the negotiations end. A county that does not utilize the exemptions provided in this section may follow any procedure not in conflict with Ch. 119 for the purchase of real property which is authorized in its charter or established by ordinance.

Section 125.585(2), F.S. – A county employee's personal identifying information contained in records held by the employing county relating to that employee's participation in an employee assistance program is confidential and exempt.

Section 125.901(11), F.S. – Personal identifying information of a child or the parent or guardian of the child, held by a council on children's services, juvenile welfare board, or

other similar entity created under this section or by special law, or held by a service provider or researcher under contract with such entity, is exempt from disclosure requirements.

Section 163.01(15)(m), F.S. – Material received by a public agency in connection with its joint ownership or right to the services, output, capacity, or energy of an electric project under the Florida Interlocal Cooperation Act, which is designated by the person supplying such material as proprietary confidential business information, as defined in the paragraph, or which a court of competent jurisdiction has designated as confidential or secret, shall be kept confidential and exempt from s. 119.07(1).

Section 163.64, F.S. – An agency that participates in the creation or administration of a collaborative client information system may share client information, including confidential client information, with other members of the collaborative system as long as the restrictions governing the confidential information are observed by any other agency granted access to the confidential information.

Section 166.0444, F.S. – A municipal employee's personal identifying information contained in records held by the employing municipality relating to that employee's participation in an employee assistance program is confidential and exempt.

Section 166.045(1), F.S. – Appraisals, offers, and counteroffers relating to a municipality's purchase of real property pursuant to this section are not available for public disclosure and are exempt from s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the governing body of the municipality. If a contract or agreement for purchase is not submitted to the governing body for approval, then the exemption from s. 119.07(1) expires 30 days after the negotiations end. A municipality that does not utilize the exemptions from Ch. 119 provided in this section may follow any procedure not in conflict with Ch. 119 for the purchase of real property which is authorized in its charter or established by ordinance.

Section 192.0105(4), F.S. – Taxpayers have the right to have information kept confidential, including those records set forth in the exemption.

Section 192.105, F.S. – Federal tax information obtained pursuant to 26 U.S.C. s. 6103 is confidential and exempt from s. 119.07(1).

Section 193.074, F.S. – All returns of property and returns required by former s. 201.022 submitted by the taxpayer pursuant to law shall be deemed to be confidential in the hands of the property appraiser, the clerk of the circuit court, the Department of Revenue, the tax collector, the Auditor General, and the Office of Program Policy Analysis and Government Accountability, and their employees and persons acting under their supervision and control, except upon court order or order of an administrative body having quasi-judicial powers in ad valorem tax matters.

Section 193.114(5), F.S. – For the purpose of furnishing copies of the tax roll under 119.07(1), the property appraiser is the custodian of the tax roll. The Department of Revenue or any state or local agency may use copies of the tax roll received by it for official purposes and shall permit inspection and examination thereof pursuant to s. 119.07(1), but is not required to furnish copies of the records. A social security number submitted under s. 196.011(1) (application for tax exemption) is confidential and exempt.

Section 195.027(3), F.S. – Financial records produced by a taxpayer under this section shall be confidential in the hands of the property appraiser, the Department of Revenue, the tax collector, and the Auditor General and shall not be divulged to any person, firm, or corporation, except upon court order or order of an administrative body having quasi-judicial powers in ad valorem tax matters, and such records are exempt from s. 119.07(1).

Section 195.027(6), F.S. – The information form disclosing unusual fees, costs and terms of financing of the sale or purchase of property shall be filed with the clerk of the circuit court at the time of recording and shall be confidential and exempt in the hands of all persons after delivery to the clerk, except as provided in the subsection.

Section 195.084(1), F.S. – This section (authorizing the exchange of information among

the Department of Revenue, the property appraisers, the tax collector, the Auditor General, and the Office of Program Policy Analysis and Government Accountability) shall supersede statutes prohibiting disclosure only with respect to those entities, but the Department of Revenue may establish regulations setting reasonable conditions upon access to and custody of such information. The Auditor General, the Office of Program Policy Analysis and Government Accountability, the tax collectors and the property appraisers shall be bound by the same requirements of confidentiality as the department.

Section 195.096(2)(e), F.S. – All data and samples developed or obtained by the Department of Revenue in the conduct of assessment ratio studies are confidential and exempt until a presentation of the study findings is made to the property appraiser.

Section 196.101(4)(c), F.S. – Records of gross income produced by a taxpayer claiming exemption for totally and permanently disabled persons are exempt from s. 119.07(1) and are confidential in the hands of the property appraiser, the Department of Revenue, the tax collector, the Office of Program Policy Analysis and Government Accountability, and the Auditor General and shall not be divulged to any person, firm, or corporation, except upon court order or order of an administrative body having quasi-judicial powers in ad valorem tax matters.

Section 197.3225, F.S. – A taxpayer's e-mail address held by a tax collector for sending specified tax notices or for obtaining the taxpayer's consent to send notices is exempt from disclosure requirements.

Section 202.195, F.S. – Proprietary confidential business information, as defined in the exemption, which is obtained from a telecommunications company or franchised cable company for the purposes of imposing fees for occupying the public rights-of-way, assessing the local communications services tax, or regulating the public rights-of-way, held by a local government entity, is confidential and exempt from public disclosure requirements. Maps or other engineering data held by a local governmental entity that relate to the exact location and capacity of facilities for the provision of communications services shall be exempt from disclosure but only for 60 days after completion of construction of the facilities.

Section 206.27(2), F.S. – Any information concerning audits in progress or those records or files of the Department of Revenue described in this section which are currently the subject of pending investigation by the Department of Revenue or the Florida Department of Law Enforcement are exempt from s. 119.07(1) and are considered confidential; and may not be released except as authorized in the subsection.

Section 211.125(10), F.S. – All returns and information filed with the Department of Revenue under this part providing for a tax on production of oil and gas are confidential and exempt from s. 119.07(1), and such returns or information shall be protected from unauthorized disclosures as provided in s. 213.053.

Section 211.33(5), F.S. – The use of information contained in any tax return filed by a producer (i.e., a person severing solid minerals from the soils and waters of the state) or in any books, records or documents of a producer shall be as provided in s. 213.053, and shall be confidential and exempt from s. 119.07(1).

Section 212.0305(3)(d), F.S. – Records of the Department of Revenue showing the amount of taxes collected, including taxes collected from each county in which a resort tax is levied, are subject to the provisions of s. 213.053, and are confidential and exempt from s. 119.07(1).

Section 213.015(9), F.S. – Unless otherwise specified by law, Florida taxpayers have the right to have taxpayer tax information kept confidential.

Section 213.053(2)(a), F.S. – All information contained in returns, reports, accounts, or declarations received by the Department of Revenue, including investigative reports and information and including letters of technical advice, is confidential except for official purposes and is exempt from s. 119.07(1).

Section 213.0532(8), F.S. – Any financial records obtained pursuant to this section

relating to information-sharing arrangements between the Department of Revenue and financial institutions may be disclosed only for the purpose of, and to the extent necessary for, administration and enforcement of the tax laws of this state.

Section 213.0535(5), F.S. – A provision of law imposing confidentiality upon data shared under this section (providing for the Registration Information Sharing and Exchange Program within the Department of Revenue), including, but not limited to, a provision imposing penalties for disclosure, applies to recipients of this data and their employees. Data exchanged under this section may not be provided to a person or entity except as authorized in the exemption.

Section 213.21(3)(a), F.S. – The Department of Revenue shall maintain records of all compromises of a taxpayer's liability; the records of compromises shall not be subject to disclosure pursuant to s. 119.07(1) and shall be considered confidential information governed by s. 213.053.

Section 213.22(2), F.S. – The Department of Revenue may not disclose, pursuant to s. 119.07(1), a technical assistance advisement or request therefor to any person other than the person requesting the advisement or his or her representative, or for official departmental purposes without deleting identifying details of the person to whom the advisement was issued.

Section 213.27(6), F.S. – Confidential information shared by the Department of Revenue with debt collection or auditing agencies under contract with the department is exempt from s. 119.07(1) and such debt collection or auditing agencies are bound by the same requirements of confidentiality as the department.

Section 213.28(6), F.S. – Certified public accountants entering into contracts with the Department of Revenue are bound by the same confidentiality requirements and subject to the same penalties as the department under s. 213.053. Any return, return information, or documentation obtained from the Internal Revenue Service under an information-sharing agreement is confidential and exempt from disclosure and shall not be divulged or disclosed in any manner by any department officer or employee to any certified public accountant under a contract authorized by this section unless the department and the Internal Revenue Service mutually agree to such disclosure.

Section 215.4401(1), F.S. – Records and information of the State Board of Administration relating to acquiring, hypothecating, or disposing of real property or specified related interests are confidential and exempt from s. 119.07(1) in order to achieve certain stated purposes. Records relating to value, offers, counteroffers, or negotiations are confidential and exempt until closing is complete and all funds have been disbursed. Records relating to tenants, leases, and other specified matters are confidential and exempt until the executive director determines that release would not be detrimental to the board's interest or conflict with its fiduciary responsibilities.

Section 215.4401(2), F.S. – Records and other information relating to investments made by the State Board of Administration are confidential and exempt from s. 119.07(1) until 30 days after completion of an investment transaction. However, if in the executive director's opinion, it would be detrimental to the board's financial interests or cause a conflict with its fiduciary responsibilities, information concerning service provider fees may be kept confidential until 6 months after negotiations relating to such fees have been terminated.

Section 215.4401(3)(b), F.S. – "Proprietary confidential business information", as defined in the exemption, that is held by the State Board of Administration regarding alternative investments is confidential and exempt for a period of 10 years after the termination of the alternative investment unless disclosure is permitted under the circumstances set forth in the exemption.

Section 215.555(4)(f), F.S. – Information described in 215.557 which is contained in an examination report conducted on an insurer pursuant to this subsection, is confidential and exempt, as provided in s. 215.557.

Section 215.557, F.S. – The reports of insured values under certain insurance policies by zip code submitted to the State Board of Administration pursuant to s. 215.555 are confidential and exempt.

Section 215.5587, F.S. – The following information contained in applications and

home inspection reports submitted by applicants as part of the My Safe Florida Home program is exempt: The components of the mailing address other than the city and zip code and the applicant's name; any phone number or e-mail address provided by the applicant; detailed descriptions and pictures of the inside and outside of the applicant's homes.

Section 220.242, F.S. – Estimated tax returns filed under the Florida Income Tax Code are confidential and exempt from s. 119.07(1).

Section 252.355(4), F.S. – Records relating to the registration of persons with special needs for emergency management purposes pursuant to this section are confidential and exempt from s. 119.07(1), except such information is available to other emergency response agencies, as determined by the local emergency management director. Local law enforcement agencies shall be given complete shelter roster information upon request.

Section 252.385(5), F.S. – The address and telephone number of a person provided public emergency shelter during a storm or catastrophic event and held by the agency, as defined in s. 119.011, that provided the emergency shelter are exempt from disclosure.

Section 252.88(1), F.S. – Trade secret information which applicable federal law authorizes an employer to exclude from materials submitted shall be furnished to the State Hazardous Materials Emergency Response Commission upon request. However, such information shall be confidential and exempt from s. 119.07(1) and shall not be disclosed by the Commission except as authorized in the subsection.

Section 252.88(2) and (3), F.S. – When applicable law authorizes the withholding of disclosure of the location of specific hazardous chemicals, such information is confidential and exempt from s. 119.07(1). All information, including, but not limited to, site plans and specific location information on hazardous chemicals furnished to a fire department pursuant to applicable law, shall be confidential and exempt while in the possession of the fire department.

Section 252.905, F.S. – Any information furnished by a person or a business to the Division of Emergency Management for the purpose of being provided assistance with emergency planning is exempt.

Section 252.943, F.S. – In accordance with the federal Clean Air Act, trade secret information provided to the Division of Emergency Management by the owner or operator of a stationary source subject to the Accidental Release Prevention Program is confidential and exempt from disclosure, except as provided in the exemption.

Section 253.025(8)(f), F.S. – Except as provided in the exemption, appraisal reports prepared for the Board of Trustees of the Internal Improvement Trust Fund or an agency are confidential and exempt until an option contract is executed or, if no option contract is executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the board of trustees.

Section 253.025(9)(d), F.S. – All offers or counteroffers shall be documented in writing and shall be confidential and exempt from s. 119.07(1) until an option contract is executed, or if no option contract is executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the Board of Trustees of the Internal Improvement Trust Fund.

Section 253.0341(8)(a), F.S. – A written valuation of land determined to be surplus and related documents are confidential and exempt. The exemption expires 2 weeks before the contract or agreement regarding the disposition of the surplus land is first considered for approval by the Board of Trustees of the Internal Improvement Trust Fund. Prior to expiration of the exemption, disclosure of certain information is authorized under the circumstances described in the exemption.

Section 255.047(2), F.S. – The booking business records (as defined in the section) of a publicly owned or operated convention center, sports stadium, coliseum, or auditorium are exempt from disclosure. However, such facility shall furnish its booking business records and related information to the Department of Revenue upon the department's request if necessary for

the department to administer its duties.

Section 257.261, F.S. – Registration and circulation records of public libraries, except statistical reports of registration and circulation are confidential and exempt from s. 119.07(1). Except as authorized by court order, a person may not make known in any manner any information contained in such records, except as provided in this section. Violation of this section is a second degree misdemeanor.

Section 257.38(2) and (3), F.S. – Public records transferred to the Division of Library and Information Services of the Department of State are subject to s. 119.07(1), except that any record provided by law to be confidential shall not be made accessible until 50 years after creation of the record. Any nonpublic manuscript or other archival material which is placed in the keeping of the division under special terms and conditions, shall be made accessible only in accordance with such terms and conditions and shall be exempt from s. 119.07(1) to the extent necessary to meet the terms and conditions for a nonpublic manuscript or other archival material.

Section 257.38(4), F.S. – Any nonpublic manuscript or other archival material that is donated to and held by an official archive of a municipality or county contingent upon special terms and conditions that limit the right to inspect or copy such material is confidential and exempt from disclosure requirements except as otherwise authorized in the special conditions. Such nonpublic manuscript or archival material shall be made available for inspection and copying 50 years after the date of the creation of the nonpublic manuscript or material, at an earlier date specified in the special terms and conditions, or upon a showing of good cause before a court of competent jurisdiction.

Section 265.605(2), F.S. – Information which, if released, would identify donors and amounts contributed by donors to the Cultural Endowment Program Trust Fund, or to the local organization's matching fund, is, at the request of the donor, confidential and exempt from s. 119.07(1). Information which, if released, would identify prospective donors is confidential and exempt unless the name has been obtained from another organization or source.

Section 265.7015, F.S. – If a donor or prospective donor of a donation made for the benefit of a publicly owned performing arts center, as defined in the exemption, desires to remain anonymous, information that would identify the name, address, or telephone number of that donor or prospective donor is confidential and exempt.

Section 267.076, F.S. – Information identifying a donor or prospective donor to a publicly owned house museum designated by the United States Department of the Interior as a National Historic Landmark who desires to remain anonymous is confidential and exempt.

Section 267.135, F.S. – Information identifying the location of an archaeological site held by the Division of Historical Resources of the Department of State is exempt from public disclosure if the division finds that disclosure will create a substantial risk of harm, theft, or destruction at such site.

Section 267.17(3), F.S. – The identity of donors who desire to remain anonymous shall be confidential and exempt from s. 119.07(1), and that anonymity shall be maintained in the auditor's report of a citizen support organization to the Division of Historical Resources of the Department of State.

Section 267.1732(8), F.S. – The identity of a donor or prospective donor of property to a direct-support organization of the University of West Florida which is established to support the historic preservation efforts of the university, who desires to remain anonymous, is confidential and exempt from disclosure; and that anonymity must be maintained in the auditor's report.

Section 267.1736(9), F.S. – Any information identifying a donor or prospective donor to the direct-support organization, authorized by the University of Florida to assist it in the historic preservation of the City of St. Augustine, who desires to remain anonymous, is confidential and exempt, and that anonymity must be maintained in the auditor's report.

Section 279.11(1), F.S. – Records with regard to ownership of, or security interests in,

registered public obligations are confidential and exempt from s. 119.07(1).

Section 280.16(3), F.S. – Any information contained in a report of a qualified public depository required under this chapter or any rule adopted under this chapter, together with any information required of a financial institution that is not a qualified public depository, is, if made confidential by any law of the United States or of this state, confidential and exempt from s. 119.07(1) and not subject to dissemination to anyone other than the Chief Financial Officer under this chapter.

Section 282.318(4)(d)(e)(g), F.S. – The following information is confidential and exempt and may not be disclosed except as provided in the subsection: risk assessment information to determine security threats to data, information, and information technology resources of the agency; internal policies and procedures to assure the security of the data and information technology resources that, if disclosed, could facilitate the unauthorized modification, disclosure, or destruction of data, information, or information technology resources; and results of periodic internal audits and evaluations of the information technology security program for an agency's data and information technology resources.

Section 282.318(5), F.S. – Portions of risk assessments and other reports of a state agency's cybersecurity program are confidential and exempt if disclosure would facilitate unauthorized access to or unauthorized modification, disclosure or destruction of data or information as described in the exemption. Disclosure is authorized as provided in the exemption. The term "state agency" as used in this section is defined in s. 282.318(2), F.S.

Section 282.318(6), F.S. – Those portions of a public meeting which would reveal records which are confidential under subsection (5) are exempt from s. 286.011. All exempt portions shall be recorded and transcribed. Disclosure is authorized as provided in the exemption.

Section 284.40(2), F.S. – Claims files maintained by the Division of Risk Management of the Department of Financial Services are confidential, and shall be only for the use of the Department of Financial Services in fulfilling its duties and are exempt from s. 119.07(1).

NOTE: DUE TO SPACE LIMITATIONS, THE EXEMPTIONS FROM DISCLOSURE FOUND IN CHAPTER 286 ARE NOT SUMMARIZED IN THIS APPENDIX. THE TEXT OF THESE EXEMPTIONS IS CONTAINED IN APPENDIX B (SUNSHINE LAW AND RELATED STATUTES).

Section 287.0595(3), F.S. – Bids submitted to the Department of Environmental Protection for pollution response action contracts are confidential and exempt from s. 119.07(1), until selection of a bidder on such contract has been made and a contract signed or until the bids are no longer under active consideration.

Section 287.137(8)(a), F.S. – All information received by the Attorney General or a law enforcement agency pursuant to investigations into certain prohibited social media activities is confidential and exempt under such time as the investigation is completed or ceases to be active. This exemption shall be construed in conformity with s. 119.071(2)(c).

Section 288.002, F.S. – Materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, financial and proprietary information and agreements or proposals to receive funding that are received, generated, ascertained, or discovered by the former Enterprise Florida, Inc., including its affiliates and participants, are confidential and exempt from disclosure, except that a recipient of the former Enterprise Florida, Inc., research funds shall make available, upon request, the title and description of the project, the name of the researcher, and the amount and source of funding provided for the project. Effective July 1, 2023, the Department of Commerce is the custodian of any public records made confidential and exempt under this section.

Section 288.047(5)(e), F.S. – Information relating to wages and performance of participants which is submitted pursuant to a grant agreement prepared by CareerSource Florida, Inc., pursuant to the Quick-Response Training Program which, if released, would disclose the

identity of the person to whom the information pertains or the person's employer is confidential and exempt from s. 119.07(1).

Section 288.047(7), F.S. – In providing instruction pursuant to the Quick-Response Training Program, materials relating to methods of manufacture or production, potential trade secrets, business transactions, or proprietary information received or discovered by employees of specified agencies are confidential and exempt from s. 119.07(1).

Section 288.075(2)-(6), F.S. – If a private entity requests in writing before an economic incentive agreement is signed that an economic development agency (EDA) maintain the confidentiality of information concerning the plans, intentions, or interests of the private entity to locate, relocate or expand its business activities in Florida, the information is confidential and exempt from disclosure for 12 months after the EDA receives a request for confidentiality or the information is otherwise disclosed, whichever occurs first. An EDA may extend the period of confidentiality for up to an additional 12 months under certain conditions. If a final project order for a signed economic development agreement is issued, then the information remains confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such confidentiality may not extend beyond the period of confidentiality established in the exemption. Trade secrets and the federal employer identification number, reemployment assistance account number, or Florida sales tax registration number held by an EDA are confidential and exempt, as well as other records as described in the exemption. Specified information held by an EDA relating to a specific business participating in an economic incentive program is no longer confidential or exempt 180 days after a final project order for an economic incentive agreement is issued, until a date specified in the final project order, or if the information is otherwise disclosed, whichever occurs first.

Section 288.075(7), F.S. – Tax returns, financial information, credit history information, credit reports, and credit scores held by an economic development agency pursuant to its administration of a state or federally funded small business loan program are exempt from disclosure. Disclosure of information in an aggregated and anonymized format is not prohibited.

Section 288.1226(7), F.S. – The identity of a donor or prospective donor to the Florida Tourism Industry Marketing Corporation who desires to remain anonymous and all information identifying such donor or prospective donor are confidential and exempt from disclosure, and such anonymity shall be maintained in the auditor's report.

Section 288.776(3)(d), F.S. – Personal financial records, trade secrets or proprietary information of applicants for loans extended by the Florida Export Finance Corporation are confidential and exempt from s. 119.07(1).

Section 288.9607(5), F.S. – Personal financial records, trade secrets or proprietary information of applicants delivered to or obtained by the Florida Development Finance Corporation are confidential and exempt from s. 119.07(1).

Section 288.9626(2) and (3), F.S. – The following records held by the Florida Opportunity Fund are confidential and exempt: materials relating to methods of manufacture or production, potential trade secrets, or patentable material received, generated, ascertained, or discovered during the course of research or through research projects and that are provided by a proprietor; information that would identify an investor or potential investor who desires to remain anonymous in projects reviewed by the Fund; as well as proprietary confidential business information regarding alternative investments for 7 years after the termination of the alternative investment. That portion of the meeting of the board of the Fund at which such confidential information is discussed is confidential and exempt; the exempt portion of the meeting shall be recorded and transcribed as provided therein. The transcript and minutes of the exempt meeting are confidential.

Section 288.9627(2) and (3), F.S. – The following records held by the Institute for Commercialization of Florida Technology are confidential and exempt: materials relating to methods of manufacture or production, potential trade secrets, or patentable material received,

generated, ascertained, or discovered through research by universities and other publicly supported organizations in this state and that are provided to the Institute by a proprietor; information that would identify an investor or potential investor who desires to remain anonymous in projects reviewed by the Institute for assistance; information received from a person in another state or the Federal Government which is otherwise confidential or exempt by law of that entity; and proprietary confidential business information for 7 years after the termination of the Institute's financial commitment to the company. That portion of the meeting of the board of the Institute at which such confidential information is discussed is confidential and exempt; the exempt portion of the meeting shall be recorded and transcribed as provided therein. The transcript and minutes of the exempt meeting are confidential.

Section 288.985, F.S. – Specified information held by the Florida Defense Support direct-support organization relating to selection criteria for the realignment and closure of military bases and missions is exempt and that portion of direct-support organization meetings where exempt records are presented and discussed is exempt as well as records generated during the closed meeting.

Section 292.055(9), F.S. – Any information identifying a donor or prospective donor to the Department of Veterans' Affairs direct-support organization who desires to remain anonymous is confidential and exempt; portions of meetings of the direct-support organization during which the identity of such donor or potential donor is discussed are exempt.

Section 296.09(1), F.S. – The health record and annual reevaluation of residents of the Veterans' Domiciliary Home of Florida are confidential and exempt from disclosure and must be preserved for a period of time as determined by the director.

Section 310.102(3)(e) and (5)(a), F.S. – Except as otherwise provided in the section, all information obtained by the probable cause panel of the Board of Pilot Commissioners from the consultant as part of an approved treatment program for impaired licensees is confidential and exempt. Except as otherwise provided in the section, all information obtained by the consultant and the Department of Business and Professional Regulation pursuant to this section is confidential and exempt.

Section 311.13, F.S. – Seaport security plans created pursuant to s. 311.12 are exempt from public disclosure. Materials that depict critical seaport operating facilities are also exempt if the seaport reasonably determines that such items contain information that is not generally known and that could jeopardize seaport security. The exemption does not apply to information relating to real estate leases, layout plans, blueprints, and information related thereto.

Section 315.18, F.S. – Any proposal or counterproposal exchanged between a deepwater port listed in s. 311.09(1) and any nongovernmental entity, relating to the sale, use or lease of land or of port facilities, and any financial records submitted by any nongovernmental entity to such a deepwater port for the purpose of the sale, use or lease of land or of port facilities, are confidential and exempt from disclosure until 30 days before such proposal or counterproposal is considered for approval by the governing body of the deepwater port. If no proposal or counterproposal is submitted to the governing body, the proposal or counterproposal shall cease to be exempt 90 days after the cessation of negotiations.

Section 316.066(2)(a)(b)(c)(f), F.S. – Crash reports that reveal the identity, home or employment telephone number or home or employment address of, or other personal information concerning the parties involved in the crash and that are held by an agency are confidential for a period of 60 days, except as authorized in the exemption. Reports may be released 60 days after the report is filed to authorized entities and agencies, or in accordance with specified provisions of cited federal law.

Section 316.066(2)(g), F.S. – If crash reports are created by or submitted to an agency electronically as data elements within a computerized database or if personal information from a crash report is entered into a computerized database, such crash data held by an agency is confidential. Sixty days after the date the crash report is filed, an agency may provide crash data derived from the report which includes personal information to authorized entities or in

accordance with specified provisions of cited federal law.

Section 316.0777(3)(4), F.S. – Certain images and data obtained through the use of an automated license plate recognition system and personal identifying information of an individual in data generated from such images are confidential and exempt. Disclosure is authorized in specified circumstances.

Section 316.650(11), F.S. – Driver information, as defined in the exemption, contained in a uniform traffic citation is exempt from disclosure requirements. Driver information may be released as provided in s. 119.0712(2)(b) and pursuant to the sale and redisclosure provisions in cited federal law.

Section 319.1414(5), F.S. – Information received by the Department of Highway Safety and Motor Vehicles as a result of an investigation or examination conducted pursuant to this section (department-authorized private rebuilt inspection providers) is confidential and exempt until the investigation or examination ceases to be active or administrative action taken by the department has concluded or been made part of a hearing or court proceeding. Release is authorized under the circumstances set forth in the exemption.

Section 319.25(7), F.S. – Information received by the Department of Highway Safety and Motor Vehicles as a result of an investigation or examination conducted pursuant to this section (title certificates) is confidential and exempt until the investigation or examination ceases to be active or administrative action taken by the department has concluded or been made part of a hearing or court proceeding. Release is authorized under the circumstances set forth in the exemption.

Section 320.025(3), F.S. – All records relating to the registration application of a law enforcement agency, Attorney General's Medicaid Fraud Control Unit, or public defender's office, or any office of criminal conflict and civil regional counsel, for motor vehicle or vessel registration and license plates or decals issued under fictitious names, are exempt from s. 119.07(1) as long as the information is retained by the Department of Highway Safety and Motor Vehicles.

Section 320.05(2), F.S. – Information on motor vehicle or vessel registration records of the Department of Highway Safety and Motor Vehicles shall not be made available to a person unless the person requesting the information furnishes positive proof of identification.

Section 320.861(5), F.S. – Information received by the Department of Highway Safety and Motor Vehicles as a result of an investigation or examination conducted pursuant to this section (motor vehicle licenses) is confidential and exempt until the investigation or examination ceases to be active or administrative action taken by the department has concluded or been made part of a hearing or court proceeding. Release is authorized under the circumstances set forth in the exemption.

Section 322.125(3) and (4), F.S. – When a member of the Medical Advisory Board acts directly as a consultant to the Department of Highway Safety and Motor Vehicles, a board member's individual review of the physical and mental qualifications of a licensed driver or applicant is exempt from s. 286.011. Reports received or made by the board or its members for the purpose of assisting the department in determining whether a person is qualified to be licensed are for confidential use of the board or department and may not be divulged to any person except to the driver or applicant or used as evidence in any trial except proceedings under s. 322.271 or s. 322.31.

Section 322.126(3), F.S. – Disability reports are confidential and exempt from s. 119.07(1) and may be used solely for the purpose of determining the qualifications of any person to operate a motor vehicle.

Section 322.142(4), F.S. – Reproductions of color photographic or digital imaged licenses may be made and issued only for the purposes set forth in the subsection and are exempt from s. 119.07(1).

Section 322.20(3), F.S. – The release by the Department of Highway Safety and Motor Vehicles of the driver history record, with respect to crashes involving a licensee, shall not include any notation or record of the occurrence of a motor vehicle crash unless the licensee received a

traffic citation as a direct result of the crash, and to this extent such notation or record is exempt from s. 119.07(1).

Section 322.20(9), F.S. – The Department of Highway Safety and Motor Vehicles shall furnish without charge specified driver license information from its records to the courts for the purpose of jury selection or to any state agency, state attorney, sheriff or chief of police. Such court, state agency, state attorney, or law enforcement agency may not sell, give away, or allow the copying of such information.

Section 322.71(5), F.S. – Information received by the Department of Highway Safety and Motor Vehicles as a result of an investigation or examination conducted pursuant to this section (driver licenses) is confidential and exempt until the investigation or examination ceases to be active or administrative action taken by the department has concluded or been made part of a hearing or court proceeding. Release is authorized under the circumstances set forth in the exemption.

Section 324.242, F.S. – Information as set forth in the exemption that pertains to personal injury protection and property damage liability insurance policies held by the Department of Highway Safety and Motor Vehicles is confidential and exempt. Specified disclosures are authorized as set forth in the exemption.

Section 328.40(3), F.S. – All records kept or made by the Department of Highway Safety and Motor Vehicles under the vessel registration law are public records except for confidential reports.

Section 331.22, F.S. – Airport security plans of an aviation authority or aviation department of a county or municipality which operates an international airport are exempt from disclosure. In addition, except as otherwise provided in the section, specified materials that depict critical airport operating facilities are exempt to the extent that the authority or department which operates an airport determines that such information is not generally known and could jeopardize the security of the airport.

Section 334.049(4), F.S. – Information obtained by the Department of Transportation as a result of research and development projects and revealing a method of process, production, or manufacture which is a trade secret as defined by s. 688.002, is confidential and exempt from s. 119.07(1).

Section 337.14(1), F.S. – Financial information required by the Department of Transportation pursuant to this subsection shall be confidential and exempt.

Section 337.162, F.S. – Complaints submitted to the Department of Business and Professional Regulation and maintained by the Department of Transportation pursuant to this section relating to alleged violations of state professional licensing laws or rules shall be confidential and exempt. Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt.

Section 337.168, F.S. – A document or electronic file revealing the Department of Transportation's official cost estimate for a project is confidential and exempt until the contract for the project has been executed or until the project is no longer under active consideration. The bid analysis and monitoring system is confidential and exempt.

Section 338.155(6), F.S. – Personal identifying information held by the Department of Transportation, a county, a municipality, or an expressway authority for the purpose of paying, prepaying, or collecting tolls and associated charges due for the use of toll facilities is exempt from s. 119.07(1).

Section 339.0805(1)(c), F.S. – The application and financial information required for certification by the Department of Transportation as a socially and economically disadvantaged business enterprise are confidential and exempt from s. 119.07(1).

Section 339.55(10), F.S. – Financial information, as defined in the exemption, of a private entity applicant required by the Department of Transportation as part of the application process

for loans or credit enhancements from the state-funded infrastructure bank is exempt from s. 119.07(1). The exemption does not apply to records of an applicant who is in default of a loan issued under this section.

Section 341.0521, F.S. – Personal identifying information held by a public transit provider for the purpose of facilitating the prepayment of transit fares or the acquisition of a prepaid transit fare card or similar device is exempt from disclosure.

Section 350.01(9), F.S. – Those portions of a hearing conducted by the Public Service Commission wherein proprietary confidential business information that is confidential or exempt from disclosure pursuant to cited statutes, is discussed are exempt from s. 286.011. No exempt portion may be made off the record and all exempt portions shall be recorded and transcribed. The recordings and transcripts are confidential unless a court finds that the hearing was not restricted to the discussion of proprietary confidential information, in which case only that portion which reveals nonexempt information may be disclosed to a third party.

Section 350.121, F.S. – Any records obtained by the Public Service Commission pursuant to an inquiry are confidential and exempt from s. 119.07(1) while such inquiry is pending. If, at the conclusion of an inquiry the commission undertakes a formal proceeding, any matter determined by the commission or by a court or administrative agency to be trade secrets or confidential proprietary business information coming into its possession pursuant to such inquiry shall be confidential and exempt.

Section 364.107, F.S. – Personal identifying information of a participant in a telecommunications carrier's Lifeline Assistance Plan under s. 364.10 held by the Public Service Commission is confidential and exempt except as provided therein.

Section 364.183, F.S. – Records provided by a telecommunications company to the Public Service Commission which are found by the commission to constitute proprietary confidential business information as defined in the section shall be confidential and exempt from s. 119.07(1).

Section 365.171(12)(a) and (b), F.S. – Any record, recording, or information, or portions thereof, obtained by a public agency or public safety agency for the purpose of providing emergency services and which reveals the name, address, telephone number, or personal information about, or information which may identify any person requesting emergency service or reporting an emergency by accessing an emergency communications system is confidential and exempt from public disclosure requirements except that such record or information may be disclosed to a public safety agency. The exemption applies only to the name, address, telephone number, or personal information which may identify any person requesting emergency services or reporting an emergency while such information is in the custody of the public agency or public safety agency providing emergency services. However, disclosure of the location of a coronary emergency to a private person or entity that owns an automated external defibrillator is authorized in some circumstances, as set forth in the exemption.

Section 365.174, F.S. – Proprietary confidential business information, as defined in the exemption, that is submitted by a provider to the Emergency Communications Board, the Division of Telecommunications within the Department of Management Services, or the Department of Revenue, is confidential and exempt from s. 119.07(1) and may not be disclosed except as provided in the exemption.

Section 366.04(9)(c), F.S. – Upon request by a communications services provider, any records that are received by the Public Service Commission under this paragraph which are proprietary confidential business information under cited statutes shall retain their status as confidential or exempt from s. 119.07(1), F.S.

Section 366.093, F.S. – Records provided by a public utility company to the Public Service Commission which, upon the request of the public utility or any person, are found by the commission to constitute proprietary confidential business information as defined in the section shall be confidential and exempt from s. 119.07(1).

Section 367.156, F.S. – Records provided by a water or wastewater utility to the Public

Service Commission which, upon the request of the utility or any person, are found by the commission to constitute proprietary confidential business information as defined in the section shall be confidential and exempt from s. 119.07(1).

Section 368.108, F.S. – Records provided by a natural gas transmission company to the Public Service Commission which, upon the request of the company or any other person, are found by the commission to constitute proprietary confidential business information as defined in the section shall be confidential and exempt from s. 119.07(1).

Section 373.089(1)(b)(c), F.S. – A written valuation of land determined to be surplus by the governing board of a water management district pursuant to this section; related documents used to form, or which pertain to, the valuation; and written offers to purchase such land are confidential and exempt. The exemption expires 2 weeks before the contract or agreement regarding the purchase, exchange, or disposal of the surplus land is first considered by the district. Before expiration of the exemption, disclosure is authorized as provided in the exemption.

Section 373.139(3)(a), F.S. – Appraisal reports, offers, and counteroffers for the acquisition of real property by water management districts created under Ch. 373 are confidential and exempt from s. 119.07(1) until an option contract is executed, or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the governing board. However, disclosure is authorized under some circumstances as described in the subsection. If negotiations are terminated by the district, the appraisal report, offers and counteroffers shall become available pursuant to s. 119.07(1).

Section 373.4598(4)(b), F.S. – Appraisal reports, offers, and counter offers in relation to this subsection (Everglades Agricultural area reservoir project) are confidential and exempt, as provided in s. 373.139.

Section 373.69ArticleXIII(a)(8) and (9), F.S. – The mediator selected by parties to the Apalachicola-Chattahoochee-Flint River Basin Compact shall not divulge confidential information disclosed to the mediator by the parties or by witnesses in the course of the mediation. All records received by a mediator while serving as mediator shall be considered confidential and each party to the mediation shall maintain the confidentiality of the information.

Section 377.075(4)(f), F.S. – Company data collected by the State Geologist from specified agencies may be maintained as confidential subject to the same requirements as that required by the federal agency of jurisdiction or, if no specific language exists in federal law, the confidential period shall not exceed 10 years.

Section 377.22(2)(h), F.S. – Information required by this paragraph relating to oil and gas resources, at the request of the operator, shall be exempt from s. 119.07(1) and held confidential by the Division of Resource Management of the Department of Environmental Protection for a period of 1 year after the completion of a well.

Section 377.2408(3), F.S. – Any information relating to the location of the geophysical operation and other information relating to leasing plans, exploration budgets, and other proprietary information that could provide an economic advantage to competitors shall be kept confidential by the Department of Environmental Protection for 10 years and exempt from s. 119.07(1), and shall not be released to the public without the consent of the person submitting the application to conduct geophysical operations.

Section 377.2409, F.S. – Information on geophysical activities conducted on state-owned mineral lands received by the Division of Resource Management of the Department of Environmental Protection pursuant to this section shall, upon the request of the person conducting the activities, be held confidential for 10 years and shall be exempt from disclosure.

Section 377.2421(2), F.S. – Geologic data which is maintained by the Division of Resource Management of the Department of Environmental Protection pursuant to this section shall be subject to the same confidentiality requirements that are required by the federal agency and are exempt from s. 119.07(1) to the extent necessary to meet federal requirements.

Section 377.2424(3), F.S. – The Department of Environmental Protection shall share

geophysical permit information with a county or municipality upon request and may, on its own initiative, share such information with a county or municipality. However, the county or municipality shall maintain the confidential status of such information, as required by s. 377.2408(3) and such information is exempt from s. 119.07(1).

Section 377.606, F.S. – Proprietary information obtained by the Department of Agriculture and Consumer Services as the result of a required report, investigation, or verification relating to energy resources shall be confidential and exempt from s. 119.07(1) if disclosure would be likely to cause substantial harm to the competitive position of the person providing the information and the provider has requested confidentiality.

Section 377.701(4), F.S. – No state employee may divulge or make known in any manner any proprietary information under the Petroleum Allocation Act, if the disclosure of such information would be likely to cause substantial harm to the competitive position of the person providing such information and if the person requests that such information be held confidential, except in accordance with a court order, or in the publication of statistical information compiled by methods which would not disclose the identity of individual suppliers or companies. Such proprietary information is confidential and exempt from s. 119.07(1).

Section 378.208(5), F.S. – The Department of Environmental Protection may adopt rules to require mine operators to submit a copy of their most recent annual financial statements. The financial statement, except for a financial statement that is a public record in the custody of another governmental agency, shall be confidential and exempt from s. 119.07, and the department shall ensure the confidentiality of such statements.

Section 378.406(1)(a), F.S. – Any information relating to prospecting, rock grades, or secret processes or methods of operation which may be required, ascertained, or discovered by inspection or investigation shall be exempt from s. 119.07(1) if the applicant requests the Department of Environmental Protection to keep such information confidential and informs the department of the basis for such confidentiality. Should the secretary determine that such information shall not be confidential, the secretary shall provide notice of his or her intent to release the information.

Section 379.1026, F.S. – Site-specific location information held by an agency of animals listed by a federal agency as threatened or endangered is exempt from disclosure. The exemption does not apply to the site-specific location of animals held in captivity.

Section 379.223(3), F.S. – The identity and all information identifying a donor or prospective donor to a citizen support organization established by the Fish and Wildlife Conservation Commission who desires to remain anonymous is confidential and exempt from disclosure, and such anonymity shall be maintained in the auditor's report of the citizen support organization.

Section 379.362(6), F.S. – Except as provided in the exemption, reports required of wholesale dealers regarding saltwater products are confidential and exempt from s. 119.07(1).

Section 381.0031(6), F.S. – Information submitted in reports of diseases of public health significance to the Department of Health as required by this section is confidential and exempt from s. 119.07(1), and shall be made public only when necessary to public health.

Section 381.00318, F.S. – A complaint alleging a business entity's, a governmental entity's, or an educational institution's violation of statutes prohibiting discrimination based on health care choices, and all information relating to an investigation of such complaint, held by the Department of Legal Affairs or the Department of Health is confidential and exempt until the investigation is completed or ceases to be active, as defined in the exemption. Specified information as described in the exemption remains confidential after the investigation is completed or ceases to be active.

Section 381.004(2), (3), (4), and (5), F.S. – Except as otherwise provided, human immunodeficiency virus test results, and the identity of any person upon whom a test has been performed, are confidential and exempt from s. 119.07(1). No person to whom the results of a test have been disclosed pursuant to this section may disclose the results to another person except

as authorized in the section. Such confidential information is exempt from s. 119.07(1).

Section 381.0041(9), F.S. – All blood banks shall be governed by the provisions of s. 381.004(2) relating to confidentiality of HIV test results and the identity of test subjects.

Section 381.0055(1) and (2), F.S. – Information which is confidential by operation of law and which is obtained by the Department of Health and the health agencies specified in this section relating to quality assurance activities shall retain its confidential status and be exempt from s. 119.07(1). Such information which is obtained by a hospital or health care provider from the department or health agencies pursuant to this section shall retain its confidential status and be exempt from s. 119.07(1).

Section 381.0055(3), F.S. – Portions of meetings, proceedings, reports and records of the Department of Health and the health agencies set forth in this section, which relate solely to patient care quality assurance and where specific persons or incidents are discussed are confidential and exempt from s. 286.011, and are confidential and exempt from s. 119.07(1).

Section 381.0056(4)(a)16., F.S. – Provisions in the school health services plan developed pursuant to this section for maintenance of health records of individual students must be in accordance with s. 1002.22, relating to confidentiality of student records.

Section 381.775, F.S. – Except as provided in the exemption, all oral and written records, information, letters, and reports received, made, or maintained by the Department of Health relative to any applicant for or recipient of services under the brain and spinal cord injury program are privileged, confidential, and exempt from s. 119.07(1). The in camera proceeding before designated officials to determine whether records are relevant to an inquiry and should be released and all records relating thereto are confidential and exempt from s. 119.07(1).

Section 381.82(3)(d), F.S. – Research grant applications provided to the Alzheimer's Disease Research Grant Advisory Board and any records generated by the board relating to review of such applications, except final recommendations, are confidential. Those portions of a meeting during which applications are discussed are exempt, but the closed portions must be recorded.

Section 381.8531, F.S. – The following information held by the Florida Center for Brain Tumor Research is confidential and exempt from disclosure requirements: Any information received from an individual from another state or nation or the federal government that is otherwise confidential or exempt. Personal identifying information of a donor to the central repository or the brain tumor registry is also confidential and exempt from disclosure.

Section 381.915(8)(j), F.S. – Proprietary business information, as defined in the exemption, held by the Department of Health or the Cancer Connect Collaborative is confidential and exempt. Portions of meetings of the collaborative during which confidential proprietary business information is discussed are exempt from open meetings requirements.

Section 381.92201(1), (2), and (3), F.S. – Records relating to biomedical research grant applications presented to the peer review panel are confidential and exempt; that portion of a peer review panel in which grant applications under cited statutes are discussed is exempt from public meetings requirements; and records generated by the peer review panel relating to review of such applications, except final recommendations, are confidential and exempt. Also published at s. 215.56021, F.S.

Section 381.95(1), F.S. – Information identifying or describing the name, location, pharmaceutical cache, contents, capacity, equipment, physical features, or capabilities of individual medical facilities, storage facilities, or laboratories established, maintained, or regulated by the Department of Health as part of the state's plan of defense against terrorism is exempt from public disclosure requirements.

Section 381.987(1)(2)(3), F.S. – The following information held by the Department of Health is confidential and exempt: A patient's or caregiver's personal identifying information in the medical marijuana use registry established under s. 381.986, F.S., and all personal identifying

information pertaining to the physician certification for marijuana and the dispensing thereof. Access is authorized under circumstances set forth in the exemption.

Section 382.008(6), F.S. – All information relating to cause of death in all death and fetal death records and the parentage, marital status, and medical information included in all fetal death records are confidential and exempt from s. 119.07(1), except for health research purposes approved by the Department of Health, nor shall copies of same be provided except as provided in s. 382.025.

Section 382.008(8), F.S. – All information relating to the cause of death and parentage of a nonviable fetus, the marital status of such fetus' parent, and any medical information included in nonviable birth records held by a state agency is confidential and exempt, except for research purposes as approved by the Department of Health. Certified copies may be issued as provided in the exemption.

Section 382.013(4), F.S. – In the event that a child of undetermined parentage is later identified and a new certificate of birth is prepared, the original birth certificate shall be sealed and filed, shall be confidential and exempt, and shall not be opened to inspection except by, nor shall certified copies of the same be issued except by court order to, any person other than the registrant if of legal age.

Section 382.013(5), F.S. – The original birth certificate shall contain all information required by the Department of Health for legal, social, and health research purposes. However, information concerning parentage, marital status, and medical details shall be confidential and exempt, except for health research purposes as approved by the department, nor shall copies be issued except as provided by s. 382.025.

Section 382.017(1), F.S. – After registering a certificate of foreign birth in the new name of an adoptee, the Department of Health shall place the adoption report or decree under seal, not to be broken except pursuant to court order.

Section 382.025(1), F.S. – Except for birth records over 125 years old which are not under seal pursuant to court order, all birth records of this state are confidential and exempt from s. 119.07(1). Certified copies of the original birth certificate or a new or amended certificate, or affidavits thereof, are confidential and exempt from s. 119.07(1) and shall be issued only as authorized by the Department of Health to those individuals and entities listed in the subsection.

Section 382.025(2), F.S. – A certification of the death or fetal death certificate which includes the confidential portions, shall be issued by the Department of Health only to the individuals and entities specified in the subsection. All portions of a death certificate shall cease to be exempt 50 years after the death.

Section 382.025(3), F.S. – Records or data issued by the Department of Health to government and research entities as set forth in this subsection are exempt from s. 119.07(1) and copies of records or data issued pursuant to this subsection remain the property of the department.

Section 382.025(4), F.S. – Except as provided in this section, preparing or issuing certificates of live birth, death, or fetal death is exempt from the provisions of s. 119.07(1), F.S.

Section 383.14(3)(c), F.S. – The confidential registry of cases maintained by the Department of Health pursuant to this section [relating to phenylketonuria and other metabolic, hereditary and congenital disorders] shall be exempt from s. 119.07(1).

Section 383.32(3), F.S. – Birth center clinical records are confidential and exempt from s. 119.07(1). A client's clinical records shall be open to inspection only if the client has signed a consent to release information or the review is made for a licensure survey or complaint investigation.

Section 383.325, F.S. – Inspection reports of birth centers which have been filed with or issued by any governmental agency are to be maintained as public information. However, any record which, by state or federal law or regulation, is deemed confidential shall be exempt from s. 119.07(1) and shall not be distributed or made available as public information unless or until

such confidential status expires, except as provided in s. 383.32(2)(c) requiring records to be made available for audit by licensure personnel.

Section 383.412, F.S. – Information held by the State Child Abuse Death Review Committee or local committee which reveals the identity of the surviving siblings of a deceased child whose death occurred as the result of a verified report of abuse or neglect is confidential and exempt. Any information held by the Committee or a local committee which reveals the identity of a deceased child whose death is not the result of abuse or neglect, or the identity of the surviving siblings, family members, or others living in the deceased child's home, is confidential and exempt. Portions of committee meetings at which information made confidential and exempt pursuant to subsection (2) are discussed are exempt from open meetings requirements. The closed portion of the meeting must be recorded; the recording is exempt from disclosure.

Section 383.51, F.S. – The identity of parents who leave an infant at a hospital, emergency medical services station, or fire station in accordance with s. 383.50, is confidential and exempt from public disclosure requirements.

Section 384.26(2), F.S. – All information gathered by the Department of Health and its authorized representatives in the course of contact investigation of sexually transmissible disease infection shall be considered confidential and exempt from s. 119.07(1), and subject to the provisions of s. 384.29.

Section 384.282(3), F.S. – Except as provided in this section, the name of any person subject to proceedings initiated by the Department of Health relating to a public health threat resulting from a sexually transmissible disease, shall be confidential and exempt from s. 119.07(1).

Section 384.287(6), F.S. – An authorized person who receives the results of a test for sexually transmissible disease pursuant to this section, which results disclose human immunodeficiency virus infection and are otherwise confidential pursuant to law, shall maintain the confidentiality of the information received and the identity of the person tested as required by s. 381.004.

Section 384.29, F.S. – All information and records held by the Department of Health and its authorized representatives relating to known or suspected cases of sexually transmissible diseases are confidential and exempt from s. 119.07(1). Such information may not be released or made public by the department or its representatives, or by a court or parties to a lawsuit, except as provided in the section. Except as provided in the section, information disclosed pursuant to a subpoena is confidential and exempt from s. 119.07(1).

Section 384.30(2), F.S. – The fact of consultation, examination, and treatment of a minor for a sexually transmissible disease is confidential and exempt from s. 119.07(1) and shall not be divulged directly or indirectly, such as sending a bill for services rendered to a parent or guardian, except as provided in s. 384.29.

Section 385.202(3), F.S. – Information which discloses or could lead to the disclosure of the identity of any person whose condition or treatment has been reported and studied pursuant to this section relating to the statewide cancer registry shall be confidential and exempt from s. 119.07(1) except as provided in the subsection.

Section 390.01114(6)(f), F.S. – All hearings under this section, including appeals, shall remain confidential and closed to the public, as provided by court rule.

Section 390.01116, F.S. – Any information that can be used to identify a minor petitioning a circuit court for a judicial waiver, as provided in s. 390.01114, of the notice requirements under the Parental Notice of Abortion Act is confidential and exempt if held by a circuit court, an appellate court, the office of criminal conflict and civil regional counsel, or the Justice Administrative Commission.

Section 390.01118, F.S. – Any information that can be used to identify a minor petitioning a circuit court for a judicial waiver, as provided in s 390.01114, of the consent requirements under the Parental Notice of and Consent for Abortion Act is confidential and exempt if held by a circuit court, an appellate court, the office of conflict and civil regional counsel, or the Justice Administrative Commission.

Section 390.0112(3), F.S. – Reports concerning pregnancy termination which are submitted to the Agency for Health Care Administration pursuant to this section shall be confidential and exempt and shall not be revealed except upon court order in a civil or criminal proceeding.

Section 392.54(2), F.S. – All information gathered by the Department of Health and its authorized representatives in the course of contact investigation of tuberculosis exposure or infection shall be confidential, subject to the provisions of s. 392.65. Such information is exempt from s. 119.07(1).

Section 392.545(3), F.S. – The name of any person subject to proceedings initiated by the Department of Health relating to a public health threat from tuberculosis shall not be revealed by the department, its authorized representatives, the courts, and other parties to the lawsuit except as permitted in s. 392.65.

Section 392.65, F.S. – All information and records held by the Department of Health and its authorized representatives relating to known or suspected cases of tuberculosis or exposure to tuberculosis shall be strictly confidential and exempt from s. 119.07(1). Such information may not be released or made public by the department or its representatives, or by a court or parties to a lawsuit, except as authorized in the subsection. Except as provided in the section, information disclosed pursuant to a subpoena is confidential and exempt from s. 119.07(1).

Section 393.0674, F.S. – It is a third degree felony for any person to willfully, knowingly, or intentionally release information from the juvenile records, and a first degree misdemeanor for any person to willfully, knowingly, or intentionally release information from the criminal records or central abuse registry, of a person obtained under s. 393.0655, s. 393.066, or s. 393.067 to any other person for any purpose other than screening for employment as specified in those sections.

Section 393.13(4)(i)1., F.S. – Central client records of persons with developmental disabilities are confidential and exempt from s. 119.07(1) and no part of such records shall be released except as authorized in this paragraph.

Section 394.4615(1) and (8), F.S. – Clinical records of persons subject to "The Baker Act" are confidential and exempt from s. 119.07(1). Such records may be released only under the circumstances specified in the statute. Any person, agency, or entity receiving information pursuant to this section shall maintain such information as confidential and exempt from s. 119.07(1).

Section 394.464(1) and (3), F.S. – All petitions for voluntary and involuntary admission for mental health treatment, court orders, and related records that are filed with or by a court under "The Baker Act" are confidential and exempt. Pleadings and other documents made confidential and exempt may be disclosed by the court upon request to certain persons and entities. The clerk may not publish personal identifying information on a court docket or in a publicly accessible file.

Section 394.467(6)(a)3., F.S. – The independent expert's report which is submitted at a hearing on involuntary inpatient placement is confidential and not discoverable, unless the expert is to be called as a witness for the patient at the hearing.

Section 394.47891(12), F.S. – Information relating to a participant or a person considered for participation in a veterans treatment court program contained in specified records is confidential and exempt.

Section 394.47892(8), F.S. – Information relating to a participant or a person considered for participation in a mental health court program contained in specified records is confidential and exempt.

Section 394.907(7), F.S. – Records of quality assurance programs of community mental health centers which relate solely to actions taken in carrying out the provisions of this section and records obtained by the Department of Children and Family Services to determine licensee compliance with this section are confidential and exempt from s. 119.07(1). Meetings or portions

of meetings of quality assurance program committees that relate solely to actions taken pursuant to this section are exempt from s. 286.011.

Section 394.921(2), F.S. – Psychological or psychiatric reports, drug and alcohol reports, treatment records, medical records, or victim impact statements that have been submitted to the court or admitted into evidence in Jimmy Ryce Act proceedings shall be part of the record but shall be sealed and may be opened only pursuant to a court order.

Section 395.0162(2), F.S. – Any records, reports or documents which are confidential and exempt from s. 119.07(1), shall not be distributed or made available for purposes of compliance with this section (relating to inspection reports of licensed facilities) unless or until such confidential status expires.

Section 395.0193(4), F.S. – Reports of final disciplinary actions taken by the governing board of a licensed facility pursuant to s. 395.0193(3) which have been forwarded to the Division of Health Quality Assurance of the Agency for Health Care Administration pursuant to this subsection are not subject to inspection under the provisions of s. 119.07(1), even if the division's investigation results in a finding of probable cause.

Section 395.0193(7), F.S. – The proceedings and records of peer review panels, committees, or governing boards of licensed facilities (i.e., a hospital or surgical facility licensed in accordance with Ch. 395) which relate solely to actions taken in carrying out this section (i.e., disciplinary proceedings against staff) are not subject to inspection under s. 119.07(1) and meetings held to achieve the objectives of such panels, committees or governing boards are not open to the public under Ch. 286.

Section 395.0197(6)(c), F.S. – The annual report submitted by a facility licensed under Ch. 395 (hospitals and surgical facilities) to the Agency for Health Care Administration concerning information on incidents as provided in this section is confidential and is not available to the public pursuant to s. 119.07(1) or any other law providing access to public records.

Section 395.0197(7), F.S. – An adverse incident report submitted by a facility licensed under Ch. 395 to the Agency for Health Care Administration pursuant to this subsection shall not be available to the public pursuant to s. 119.07(1) or any other law providing access to public records, except as authorized therein.

Section 395.0197(13), F.S. – Records of licensed facilities which are obtained by the Agency for Health Care Administration under cited subsections in order to carry out the provisions of this section relating to incidents and injuries are not available to the public under s. 119.07(1), nor shall they be discoverable or admissible in any civil or administrative action, except in disciplinary proceedings by the agencies set forth in the subsection.

Section 395.0197(14), F.S. – The meetings of the committees and governing board of a facility licensed under this chapter (hospitals and surgical facilities) held solely for the purpose of achieving the objectives of risk management as provided by this section shall not be open to the public under Ch. 286. The records of such meetings are confidential and exempt from s. 119.07(1), except as provided in subsection (13).

Section 395.1025, F.S. – Notification to an emergency medical technician, paramedic or other person that a patient they treated or transported has an infectious disease shall be done in a manner to protect the confidentiality of such patient information and shall not include the patient's name.

Section 395.1056, F.S. – Those portions of a comprehensive emergency management plan that address the response of a public or private hospital to an act of terrorism held by specified agencies are confidential and exempt from disclosure requirements but may be disclosed to another agency for anti-terrorism efforts as set forth in the exemption. That portion of a public meeting which would reveal information contained in a comprehensive emergency management plan that addresses the response of a hospital to an act of terrorism is exempt from open meetings requirements.

Section 395.3025(4), F.S. – Patient records are confidential and must not be disclosed without the consent of the patient or his or her legal representative except that appropriate disclosure may be made as provided in the subsection.

Section 395.3025(7)(a), F.S. – If the content of any patient treatment record is provided under this section, the recipient, if other than the patient or the patient's representative, may use such information only for the purpose provided and may not further disclose any information unless expressly permitted by written consent of the patient. The content of such patient records is confidential and exempt from disclosure.

Section 395.3025(8), F.S. – Patient records at hospitals and surgical facilities are exempt from disclosure under s. 119.07(1), except as provided in subsections (1) through (5) of this section.

Section 395.3025(9), F.S. – A facility licensed under Ch. 395 (hospitals and surgical facilities) may prescribe the content and custody of limited-access records which the facility may maintain on its employees. Such records are limited to information regarding evaluations of employee performance and shall be accessible only as provided in the subsection. Such limited-access employee records are exempt from s. 119.07(1) for a period of 5 years from the date such records are designated limited-access records.

Section 395.3025(10) and (11), F.S. – Except as provided in the exemption, the home addresses, telephone numbers, and photographs of employees of any licensed hospital or surgical facility who provide direct patient care or security services, as well as specified information about the spouses and children of such employees, are confidential and exempt. The same information must also be held confidential by the facility upon written request by other employees who have a reasonable belief, based upon specific circumstances that have been reported in accordance with the procedure adopted by the facility, that release of the information may be used to threaten, intimidate, harass, inflict violence upon, or defraud the employee or any member of the employee's family.

Section 395.3035(2), F.S. – Certain public hospital records and information, including contracts for managed care arrangements, strategic plans, trade secrets, as described in the subsection, are confidential and exempt from disclosure.

Section 395.3035(3), F.S. – Those portions of a meeting of a public hospital's governing board, relating to contract negotiations as described in the subsection are exempt from the public meeting requirements; however, all governing board meetings at which the board is scheduled to vote on contracts, except managed care contracts, are open to the public. All portions of a board meeting closed to the public shall be subject to procedural requirements as set forth in the subsection.

Section 395.3035(4), F.S. – Those portions of a meeting of a public hospital's governing board at which written strategic plans that are confidential pursuant to s. 395.3035(2), are discussed, reported on, modified, or approved by the governing board are exempt from open meetings requirements provided that certain procedural requirements as set forth in the subsection are complied with.

Section 395.3035(5), F.S. – Any public records such as tapes, minutes, and notes, generated at a public hospital governing board meeting which is closed to the public pursuant to this section are confidential and exempt from disclosure. All such records shall be retained and shall cease to be exempt at the same time as the transcript of the meeting becomes available to the public.

Section 395.3036, F.S. – The records of a private entity that leases a public hospital or other public health care facility are confidential and exempt from disclosure and the meetings of the governing board of a private entity are exempt from open meetings requirements when the public lessor complies with the public finance accountability provisions of s. 155.40(18) with respect to the transfer of any public funds to the private lessee and when the private lessee meets at least 3 of 5 criteria set forth in the exemption.

Section 395.4025(13), F.S. – Patient care, transport, or treatment records or reports, or patient care quality assurance proceedings, records, or reports obtained or made pursuant to this section (relating to trauma centers) or pursuant to other statutes cited in the subsection, must be held confidential by the Department of Health and are exempt from s. 119.07(1).

Section 395.51(1) and (2), F.S. – Information which is confidential by operation of law and which is obtained by a trauma agency or committee assembled pursuant to s. 395.50, shall retain its confidential status and be exempt from s. 119.07(1). Such information which is obtained by a hospital or emergency medical services provider from a trauma agency or committee shall retain its confidential status and be exempt from s. 119.07(1).

Section 395.51(3), F.S. – Portions of meetings, proceedings, reports and records of a trauma agency or committee assembled pursuant to this chapter, which relate solely to patient care quality assurance are confidential and exempt from s. 286.011. Patient care quality assurance, for the purpose of this section, shall include consideration of specific persons, cases, incidents relevant to the performance of quality control and system evaluation.

Section 397.334(10), F.S. – Information relating to a participant or a person considered for participation in a treatment-based drug court program which is contained in specified records is confidential and exempt. Disclosure is permitted under specified conditions.

Section 397.4075(3), F.S. – It is a third degree felony to willfully, knowingly, or intentionally release any criminal or juvenile information obtained under Ch. 397, "Substance Abuse Services," for any purpose other than background checks of personnel for employment.

Section 397.4103(5), F.S. – Records of substance abuse service providers which relate solely to actions taken in carrying out this section relating to quality improvement and records obtained by the Department of Children and Families to determine a provider's compliance with this section are confidential and exempt. Meetings or portions of meetings of quality improvement program committees that relate solely to actions taken pursuant to this section are exempt from s. 286.011.

Section 397.501(7), F.S. – Records of substance abuse service providers pertaining to the identity, diagnosis, and prognosis of and service provision to any individual are confidential in accordance with Ch. 397 and federal confidentiality regulations, and are exempt from disclosure. Such records may not be disclosed without the individual's written consent except under circumstances specified in the subsection.

Section 397.6760(1), F.S. – Petitions for involuntary assessment and stabilization, court orders, related records, and personal identifying information regarding substance abuse impaired persons which are filed with or by a court under Part V of ch. 397, are confidential. Disclosure is authorized upon request to persons and entities specified in the exemption.

Section 397.752, F.S. – An inmate's substance abuse service records are confidential in accordance with s. 397.501(7).

Section 400.0077(1), F.S. – Except as otherwise provided in the subsection, the following records relating to long-term care ombudsman councils are confidential and exempt from s. 119.07(1): resident records held by an ombudsman or by the state or a local ombudsman council; the names or identities of complainants or residents involved in a complaint; and any other information about a complaint.

Section 400.0077(2), F.S. – That portion of a long-term care ombudsman council meeting in which the council discusses information that is confidential and exempt from s. 119.07(1) is closed to the public and exempt from s. 286.011.

Section 400.022(1)(m), F.S. – Personal and medical records of nursing home residents are confidential and exempt from s. 119.07(1).

Section 400.0255(14), F.S. – Except as provided in this subsection, in any proceeding under this section (relating to hearings of facility decisions to transfer or discharge nursing home residents) the following information concerning the parties is confidential and exempt from

disclosure: names and addresses, medical services provided, social and economic conditions, personal information evaluations, medical data, and information verifying income eligibility and amount of medical assistance payments.

Section 400.119, F.S. – Records of meetings of the risk management and quality assurance committee of a long-term care facility, as well as incident reports filed with the facility's risk manager and administrator, notifications of the occurrence of an adverse incident, and adverse-incident reports from the facility are confidential and exempt. Meetings of an internal risk management and quality assurance committee are exempt from open meetings requirements and are not open to the public.

Section 400.494(1), F.S. – Information about patients received by persons employed by, or providing services to, a home health agency or received by the licensing agency through reports or inspection is confidential and exempt from s. 119.07(1) and shall be disclosed only as authorized in the exemption.

Section 400.611, F.S. – The interdisciplinary record of hospice patient care and billing records are confidential and may not be released except as provided in the exemption. Information obtained from patient records by a state agency pursuant to its statutory authority to compile statistical data is confidential and exempt from s. 119.07(1).

Section 400.945, F.S. – Medical and personal identifying information about patients of a home medical equipment provider which is received by the licensing agency through reports or inspection is confidential and exempt.

Section 401.30(3), F.S. – Reports to the Department of Health from emergency medical services licensed pursuant to Part III, Ch. 401, which cover statistical data are public records except that the names of patients and other patient identifying information contained in such reports are confidential and exempt from s. 119.07(1).

Section 401.30(4), F.S. – Records of emergency calls which contain patient examination or treatment information are confidential and exempt from s. 119.07(1), and may not be disclosed except as provided in the subsection.

Section 401.414(3), F.S. – A complaint concerning an alleged violation of Part III of Ch. 401, relating to emergency medical services, and all information obtained in the investigation by the Department of Health shall be confidential and exempt from s. 119.07(1) until 10 days after probable cause is found or the subject of the investigation waives confidentiality, whichever occurs first. However, the department is not prohibited from providing such information to a law enforcement or regulatory agency.

Section 401.425(5), F.S. – The records obtained or produced by an emergency medical review committee providing quality assurance activities as described in subsections (1) through (4) of the section are exempt from disclosure and committee proceedings and meetings regarding quality assurance activities are exempt from open meetings requirements.

Sections 402.165(8) and 402.166(8), F.S. – All information obtained or produced by the Florida Statewide Advocacy Council or by a local advocacy council that is made confidential by law, that relates to the identity of a client subject to the protections of this section, or that relates to the identity of an individual providing information to the council about abuse or alleged violations of rights, is confidential and exempt from disclosure. Portions of meetings before such councils relating to the identity of such individuals or where testimony is provided relating to records otherwise made confidential by law are not subject to open meetings requirements. All records prepared by council members which reflect a mental impression, investigative strategy, or theory are exempt from s. 119.07(1) until completion of the investigation or the investigation ceases to be active as defined in the section.

Section 402.22(3), F.S. – Statutory confidentiality requirements apply to information used by interdisciplinary teams involved in decisions regarding the design and delivery of specified services to students residing in residential care facilities operated by the Department of Children and Families and the Agency for Persons with Disabilities, and such information is exempt from

ss. 119.07(1) and 286.011.

Section 402.308(3)(a), F.S. – Disclosure of the social security number submitted by an applicant for a child care facility license issued by the Department of Children and Families shall be limited to child support enforcement purposes.

Section 402.88(4), F.S. – All records and personal identifying information related to the enrollment of persons in a persons with disabilities registry established pursuant to s. 402.88 and held by a local law enforcement agency are confidential and exempt. Disclosure is authorized by court order or as otherwise provided in the exemption.

Section 403.067(7)(c)6., F.S. – Agricultural records relating to production methods, profits, or financial information held by the Department of Agriculture and Consumer Services in connection with its duties relating to water pollution reduction are confidential and exempt from disclosure requirements.

Section 403.074(3), F.S. – Proprietary information obtained by the Department of Environmental Protection during a visit to provide onsite technical assistance pursuant to the Pollution Prevention Act shall be treated in accordance with s. 403.111, unless such confidentiality is waived by the party who requested assistance.

Section 403.111, F.S. – Except as otherwise provided in this section, upon a determination of confidentiality by the Department of Environmental Protection in accordance with the standard and procedures established in subsection (1), specified manufacturing or financial information which is obtained through inspection or investigation by the department shall be exempt from s. 119.07(1), shall not be disclosed in public hearings, and shall be kept confidential by the department.

Section 405.02, F.S. – Research groups, governmental health agencies, medical societies and in-hospital medical staff committees may use or publish released information only for the purpose of advancing medical research or education.

Section 405.03, F.S. – The identity of any person treated or studied as provided in this chapter (relating to medical information available for research) shall be confidential and exempt from s. 119.07(1).

Section 406.075(3)(b), F.S. – All proceedings and findings of the probable cause panel investigating a medical examiner are exempt from s. 286.011 until probable cause has been found or the subject of the investigation waives confidentiality. The complaint, investigative findings, and recommendations of the probable cause panel are exempt from s. 119.07(1) until 10 days after probable cause has been found or until the subject has waived confidentiality. The commission may provide such information at any time to any law enforcement or regulatory agency.

Section 406.135(2)(a), F.S. – Except as provided in the exemption, autopsy photographs and video and audio recordings of an autopsy held by the medical examiner are confidential and exempt from public disclosure.

Section 406.135(2)(b), F.S. – An autopsy report of a minor whose death was related to an act of domestic violence held by a medical examiner is confidential and exempt, except as provided in the exemption.

Section 406.135(2)(c), F.S. – An autopsy report of a person whose manner of death was suicide held by a medical examiner is confidential and exempt except as provided in the exemption.

Section 408.061(1)(d), F.S. – Specific provider contract reimbursement data which are obtained by the Agency for Health Care Administration from health care facilities, health care providers, or health insurers as a result of onsite inspections may not be used by the state for purposes of direct provider contracting and are confidential and exempt from disclosure.

Section 408.061(9), F.S. – Portions of patient records obtained or generated by the Agency for Health Care Administration which contain identifying information of any person

or the spouse, relative, or guardian of such person or any other identifying information which is patient-specific or otherwise identifies the patient, either directly or indirectly, are confidential and exempt from disclosure.

Section 408.061(10), F.S. – The identity of any health care provider, health care facility, or health care insurer who submits proprietary business information, as defined in the section, to the Agency for Health Care Administration is confidential and exempt from disclosure except as provided in the subsection.

Section 408.061(12), F.S. – Confidential health care information may be released to other governmental entities or to parties contracting with the Agency for Health Care Administration; however, the receiving entity shall retain the confidentiality of such information as provided in this section.

Section 408.185, F.S. – Trade secrets and other confidential proprietary business information submitted by a member of the health care community to the Office of the Attorney General pursuant to a request for an antitrust no-action letter are confidential and exempt from disclosure for one year after the date of submission.

Section 408.910(14), F.S. – Personal identifying information of an enrollee or participant in the Florida Health Choices Program is confidential and exempt from public disclosure. In addition, certain proprietary confidential business information is confidential.

Section 409.1678(6), F.S. – Information about the location of a safe house, safe foster home, or other residential facility serving victims of sexual exploitation, as defined in cited statute, which is held by an agency, is confidential and exempt; however, the information may be disclosed as provided in the exemption.

Section 409.175(12), F.S. – It is unlawful for any person, agency, family foster home, summer day camp, or summer 24-hour camp providing care for children to release information from the criminal or juvenile records obtained under this section to any other person for any purpose other than screening for employment as specified in this section.

Section 409.175(16), F.S. – Specified personal information about foster parent applicants, licensed foster parents, and the families of foster parent applicants and licensees, held by the Department of Children and Families is exempt from disclosure unless otherwise provided by a court or as provided in the exemption. The name, address, and telephone number of persons providing character or neighbor references are exempt.

Section 409.176(12), F.S. – It is unlawful for any person or facility to release information from the criminal or juvenile records obtained under Ch. 435, s. 409.175 or this section (relating to registration of residential child-caring agencies) for any purpose other than screening for employment as specified in those statutes.

Section 409.25661, F.S. – Information obtained by the Department of Revenue under an insurance claims data exchange system is confidential and exempt until such time as the department determines whether a match exists. If a match exists, such information becomes available for public disclosure. If a match does not exist, the nonmatch information shall be destroyed as provided in s. 409.25659, F.S.

Section 409.2577, F.S. – Information gathered or used by the parent locator service is confidential and exempt from s. 119.07(1) and such information may be made available only to the persons and agencies and for the purposes listed in the section.

Section 409.2579, F.S. – Information concerning applicants for or recipients of Title IV-D child support services is confidential and exempt from s. 119.07(1). The use or disclosure of such information by the IV-D program is limited to the purposes, and subject to the limitations, set forth in the section.

Section 409.441(4), F.S. – All information about clients which is part of a runaway youth center's intake and client records system is confidential and exempt from s. 119.07(1).

Section 409.821, F.S. – Information identifying a Florida Kidcare applicant or enrollee held by specified agencies is confidential and exempt, and may be disclosed only as authorized in the exemption.

Section 409.910(17)(i), F.S. – All information obtained and documents prepared pursuant to an investigation of a Medicaid recipient, the recipient's legal representative, or any other person relating to an allegation of recipient fraud or theft is confidential and exempt from s. 119.07(1): until such time as the Agency for Health Care Administration takes final agency action; until the case is referred for criminal prosecution; until an indictment or information is filed in a criminal case; or at all times if otherwise protected by law.

Section 409.91196(1) and (2), F.S. – The rebate amount, percent of rebate, manufacturer's pricing, and supplemental rebate, and other trade secrets that the Agency for Health Care Administration has identified for use in negotiations, held by the agency under cited statute are confidential and exempt from public disclosure requirements. That portion of a meeting of the Medicaid Pharmaceutical and Therapeutics Committee at which this information is discussed is exempt from public meetings requirements. A record of an exempt portion of a meeting must be made and maintained.

Section 409.913(12), F.S. – The complaint and all information obtained pursuant to an investigation of a Medicaid provider, or the authorized representative of a provider, relating to an allegation of fraud, abuse, or neglect are confidential and exempt from s. 119.07(1) until such time as the Agency for Health Care Administration takes final agency action; until the Attorney General refers the case for criminal prosecution; until 10 days after the complaint is determined to be without merit; or at all times if otherwise protected by law.

Section 409.920(9)(f), F.S. – Pursuant to the conduct of the statewide program of Medicaid fraud control, the Attorney General shall safeguard the privacy rights of all individuals and provide safeguards to prevent the use of patient medical records beyond the scope of a specific investigation of fraud or abuse without the patient's written consent.

Section 410.037, F.S. – Information about disabled adults receiving services under ss. 410.031-410.036 (relating to home care of disabled adults) which is received by the Department of Children and Families or its authorized employees, or by persons who provide services to disabled adults or elderly persons as volunteers or pursuant to contracts with the department is confidential and exempt from s. 119.07(1). Such information may not be disclosed publicly in a manner that identifies a disabled adult without the written consent of the person or his or her legal guardian.

Section 410.605, F.S. – Information about disabled adults receiving services under the Community Care for Disabled Adults Act which is received by the Department of Children and Families or its authorized employees, or by persons who provide services to disabled adults as volunteers or pursuant to contracts with the department is confidential and exempt from s. 119.07(1). Such information may not be disclosed publicly in a manner which would identify a disabled adult without the written consent of such person or the disabled adult's legal guardian.

Section 413.012(1), F.S. – All records furnished to the Division of Blind Services in connection with state or local vocational rehabilitation programs and containing information as to personal facts about applicants or clients given to the state or local vocational rehabilitation agency, its representatives or its employees in the course of the administration of the program including lists of names, addresses and records of client evaluations are confidential and exempt from s. 119.07(1).

Section 413.341, F.S. – Oral and written records, information, letters and reports received, made, or maintained by the Division of Vocational Rehabilitation of the Department of Education relative to any applicant or eligible individual are privileged, confidential, and exempt from s. 119.07(1), and may not be released except as provided in the section. Records that come into the possession of the division and that are confidential by other provisions of law are confidential and exempt from the provisions of s. 119.07(1), and may not be released by the division, except as provided in this section.

Section 413.405(11), F.S. – Meetings, hearings, and forums of the Florida Rehabilitation Council established to assist the Division of Vocational Rehabilitation in the planning and development of statewide rehabilitation programs and services shall be open and accessible to the public unless there is a valid reason for an executive session.

Section 413.615(7)(a) and (b), F.S. – The identity of, and all information identifying, a donor or prospective donor to the Florida Endowment Foundation for Vocational Rehabilitation who desires to remain anonymous is confidential and exempt from disclosure. Portions of the meetings of the foundation during which the identity of donors or prospective donors is discussed are exempt from open meetings requirements. Records relating to clients or applicants to the Division of Vocational Rehabilitation that come into the possession of the foundation and that are confidential by other provisions of law are confidential and exempt from disclosure, and may not be released by the foundation. Portions of meetings of the foundation during which the identities of such clients or applicants are discussed are exempt from open meetings requirements.

Section 413.615(11), F.S. – The identities of donors and prospective donors to the Florida Endowment Foundation for Vocational Rehabilitation who desire to remain anonymous shall be protected and the anonymity shall be maintained in the auditor's report.

Section 414.106, F.S. – That portion of a meeting held by the Department of Children and Families, CareerSource Florida, Inc., or a local workforce development board or local committee created pursuant to s. 455.007 at which personal identifying information contained in records relating to temporary cash assistance is discussed is exempt from open meetings requirements, if the information identifies a participant, a participant's family or household member.

Section 414.295(1), F.S. – Except as provided in the exemption, personal identifying information of a temporary cash assistance program participant, a participant's family or a participant's family or household member, except for information identifying a noncustodial parent, held by the agencies set forth in the exemption, is confidential and exempt from public disclosure requirements.

Section 415.1045(1)(a), F.S. – All photographs and videotapes taken during the course of a protective investigation of alleged abuse or neglect of a vulnerable adult are confidential and exempt from public disclosure as provided in s. 415.107.

Section 415.107(1), F.S. – All records concerning reports of abuse, neglect or exploitation of a vulnerable adult, including reports made to the central abuse hotline and all records generated as a result of such reports are confidential and exempt from s. 119.07(1) and may not be disclosed except as authorized in ss. 415.101-415.113.

Section 415.107(3)(l), F.S. – Access to records concerning reports of abuse, neglect or exploitation of a vulnerable adult shall be granted to any person in the event of the death of a vulnerable adult determined to be a result of abuse, neglect, or exploitation. Information identifying the person reporting abuse, neglect or exploitation shall not be released. Any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.

Section 415.107(6), F.S. – The identity of any person reporting adult abuse, neglect or exploitation may not be released without that person's written consent to any person except as authorized in the subsection. This subsection grants protection only for the person who reports adult abuse, neglect or exploitation and protects only the fact that the person is the reporter.

Section 415.1103(10), F.S. – Confidential or exempt information obtained by an elder or vulnerable adult abuse fatality review team retains that status when held by the review team. Information contained in a record created by a review team that reveals the identity of a victim of abuse, exploitation or neglect or the identity of persons responsible for the welfare of such victim is confidential and exempt. Portions of review team meetings relating to abuse, exploitation, or neglect or abuse-related deaths of elderly persons or otherwise vulnerable adults, and the prevention of such abuse, exploitation, neglect, or deaths, during which exempt or confidential information, the identity of the victim, or the identity of persons responsible for the welfare of

the victim is discussed are exempt from open meetings requirements.

Section 415.111(2), F.S. – A person who knowingly and willfully makes public or discloses any confidential information contained in the central abuse hotline, or in other computer systems, or in the records of any case of abuse, neglect, or exploitation of a vulnerable adult except as provided in ss. 415.101-415.113 commits a second degree misdemeanor.

Section 420.6231, F.S. – Individual identifying information of a person in specified homeless management information system is confidential and exempt. Release of aggregate information that does not disclose identifying information is not precluded.

Section 427.705(6), F.S. – The names, addresses, and telephone numbers provided to the Public Service Commission or administrator of the telecommunications access system established for the hearing impaired and speech impaired populations, by applicants for specialized telecommunications devices are confidential and exempt from s. 119.07(1). The information may be released to contractors only for the purposes set forth in the subsection.

Section 430.105, F.S. – Personal identifying information in a record held by the Department of Elderly Affairs that relates to an individual's health or eligibility for or receipt of health-related, elder care, or long-term care services is confidential and exempt from public disclosure requirements. Such information may be disclosed to another governmental entity for the purpose of administering the department's programs for the elderly or if the affected individual or his or her legal representative provides written consent.

Section 430.207, F.S. – Information about functionally impaired elderly persons receiving services under the Community Care for the Elderly Act which is received by the Department of Elderly Affairs or its authorized employees, or by persons who provide services to functionally impaired elderly persons as volunteers or pursuant to contracts with the department is confidential and exempt from s. 119.07(1).

Section 430.504, F.S. – Information about clients of programs created or funded under s. 430.501 or s. 430.503 (relating to Alzheimer's Disease) which is received by the Department of Elderly Affairs or its authorized employees, or by persons who provide services to clients of programs created or funded under these sections as volunteers or pursuant to contracts with the department is confidential and exempt from s. 119.07(1).

Section 430.608, F.S. – Identifying information about elderly persons receiving services under ss. 430.601-430.606 which is collected and held by the Department of Elderly Affairs or its employees, by volunteers, or by persons who provide services to elderly persons under ss. 430.601-430.606 through contracts with the department, is confidential and exempt from disclosure.

Section 435.09, F.S. – No criminal or juvenile information obtained under this section may be used for any other purpose than determining whether persons meet the minimum standards for employment or for an owner or director of a covered service provider. The criminal and juvenile records obtained by the department or employer are exempt from s. 119.07(1).

Section 440.102(8), F.S. – Except as provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results received or produced as a result of a drug-testing program are confidential and exempt from disclosure, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings except in accordance with this section or in determining compensability under the workers' compensation law.

Section 440.108, F.S. – All investigatory records made or received pursuant to s. 440.107, [relating to enforcement of employer compliance with workers' compensation coverage requirements], and any records necessary to complete an investigation held by the Department of Financial Services are confidential and exempt until the investigation is completed or ceases to be "active" as defined in the exemption. After the investigation is completed or ceases to be active, information in the records remains confidential and exempt if it would jeopardize the integrity of another active investigation; reveal a trade secret, business or personal financial information

or personal identifying information regarding the identity of a confidential informant; defame or cause unwarranted damage to the good name or reputation of an individual or jeopardize the safety of an individual, or reveal investigative techniques or procedures.

Section 440.125, F.S. – Medical records and reports of an injured employee and any information identifying an injured employee in medical bills provided to the Department of Financial Services pursuant to s. 440.13, are confidential and exempt, except as otherwise provided by this section and Ch. 440.

Section 440.132, F.S. – Investigatory records of the Agency for Health Care Administration made or received pursuant to s. 440.134, and any examination records necessary to complete an investigation are confidential and exempt, until the investigation is completed or ceases to be "active," as that term is defined in the subsection, except that medical records which specifically identify patients must remain confidential and exempt.

Section 440.1851(1), F.S. – Personal identifying information of an injured or deceased employee which is contained in records of the Department of Financial Services pursuant to the Workers' Compensation Law is confidential, except as otherwise provided in the exemption.

Section 440.25(3), F.S. – Information from the files, reports, case summaries, mediator's notes, or other communications or materials, oral or written, relating to a mediation conference under the Workers' Compensation Law obtained by any person performing mediation duties is privileged and confidential and may not be disclosed without the written consent of all parties to the conference.

Section 440.3851, F.S. – Except as provided in the exemption, claims files of the Florida Self-Insurers Guaranty Association, Incorporated, and medical records that are part of a claims file and other information relating to the medical condition or medical status of a claimant, are confidential and exempt. Portions of meetings of the Association at which such confidential records are discussed are exempt from open meetings requirements.

Section 440.39(7), F.S. – Documents and inspection results produced pursuant to this subsection relating to investigation and prosecution of claims against third-party tortfeasors, are confidential and exempt from s. 119.07(1).

Section 440.515, F.S. – The Department of Financial Services shall maintain reports from self-insurers filed pursuant to former s. 440.51(6) as confidential and exempt from s. 119.07(1). The reports shall be released only as authorized in this section.

Section 443.101(11)(c), F.S. – Disclosure of drug tests and other information pertaining to drug testing of individuals who receive compensation under this chapter (Reemployment Assistance) shall be governed by s. 443.1715.

Section 443.1316(2)(b), F.S. – Provisions of cited statutes which relate to confidentiality of records apply to collection of reemployment assistance contributions and reimbursements by the Department of Revenue unless prohibited by federal law.

Section 443.1715(1), F.S. – Except as provided in the subsection, information revealing an employing unit's or individual's identity obtained from an employing unit or any individual under the administration of Ch. 443 (Reemployment Assistance), is confidential and exempt from s. 119.07(1) and may be disclosed only as authorized in the subsection.

Section 443.1715(3)(b), F.S. – Unless otherwise authorized by law, information described in the subsection and received by an employer through a drug-testing program, or obtained by a public employee under this chapter (Reemployment Assistance) is confidential and exempt until introduced into the public record under a hearing conducted under s. 443.151(4).

Section 447.205(10), F.S. – Deliberations of the Public Employees Relations Commission in any proceeding before it are exempt from s. 286.011 except any hearing held or oral argument heard by the commission pursuant to Ch. 120 or Ch. 447 shall be open to the public. All draft orders developed in preparation for or preliminary to the issuance of a final written order are confidential and exempt from s. 119.07(1).

Section 447.307(2), F.S. – The petitions and dated statements signed by employees regarding whether employees desire to be represented in a proposed bargaining unit are confidential and exempt from s. 119.07(1), except that an employee, employer, or employee organization shall be given an opportunity to verify and challenge signatures as provided in the subsection.

Section 447.605(1), F.S. – All discussions between the chief executive officer of a public employer, or his or her representative, and the legislative body or the public employer relative to collective bargaining shall be closed and exempt from s. 286.011.

Section 447.605(3), F.S. – All work products developed by the public employer in preparation for and during collective bargaining negotiations shall be confidential and exempt from s. 119.07(1).

Section 455.213(10), F.S. – Disclosure of a license applicant's social security number obtained by the Department of Business and Professional Regulation pursuant to this section shall be limited to the purpose of administration of the child support enforcement program and use by the department, and as otherwise provided by law.

Section 455.217(5), F.S. – Meetings and records of meetings of any member of the Department of Business and Professional Regulation or of any board within the department held for the exclusive purpose of creating or reviewing licensure examination questions or proposed examination questions are confidential and exempt from ss. 119.07(1) and 286.011.

Section 455.2235(3), F.S. – Information relating to the mediation of a case pursuant to this section shall be subject to the confidentiality provisions of s. 455.225.

Section 455.225(2), F.S. – For cases dismissed prior to a finding of probable cause, the report submitted by the Department of Business and Professional Regulation regarding dismissal of a complaint which the department has previously determined to be legally sufficient is confidential and exempt from s. 119.07(1).

Section 455.225(4), F.S. – All proceedings of a probable cause panel of a board within the Department of Business and Professional Regulation are exempt from s. 286.011 until 10 days after the panel finds probable cause or until the subject of the investigation waives confidentiality.

Section 455.225(10), F.S. – The complaint and all information obtained pursuant to an investigation by the Department of Business and Professional Regulation are confidential and exempt from s. 119.07(1), until 10 days after probable cause has been found or until the regulated professional or subject of the investigation waives confidentiality, whichever is first. However, this exemption does not apply to actions against unlicensed persons pursuant to s. 455.228 or the applicable practice act.

Section 455.229(1) and (2), F.S. – Information required by the Department of Business and Professional Regulation of an applicant is open to public inspection pursuant to s. 119.07, except financial information, medical information, school transcripts, examination questions, answers, papers, grades and grading keys, which are confidential and exempt from s. 119.07(1) and shall not be discussed with or made accessible to anyone except as provided in the subsection. Information supplied to the department which is exempt or confidential remains exempt or confidential while in the custody of the department. Examination questions and answers may be considered only in camera in any Ch. 120 administrative proceeding. Examination questions and answers provided at the hearing are confidential and exempt from s. 119.07(1) unless invalidated by the administrative law judge.

Section 455.232(1), F.S. – No officer, employee or person under contract with the Department of Business and Professional Regulation or any board therein, or any subject of an investigation shall convey knowledge or information to any person not lawfully entitled to such information or knowledge about any meeting or public record, which at the time such knowledge or information is conveyed, is exempt from ss. 119.01, 119.07(1) or 286.011.

Section 455.32(15), F.S. – The exemptions set forth in cited provisions of Ch. 455, relating

to records of the Department of Business and Professional Regulation, also apply to records held by the corporation with which the department contracts pursuant to the Management Privatization Act.

Section 456.014(1) and (2), F.S. – Information required by the Department of Health of an applicant is open to public inspection pursuant to s. 119.07, except financial information, medical information, school transcripts, examination questions, answers, papers, grades and grading keys, which are confidential and exempt from s. 119.07(1) and shall not be discussed with or made accessible to anyone except as provided in the subsection. Examination questions and answers may be considered only in camera in any Ch. 120 administrative proceeding. Examination questions and answers provided at the hearing are confidential and exempt from s. 119.07(1) unless invalidated by the administrative law judge.

Section 456.017(4), F.S. – Meetings of any member of the Department of Health or of any board within the department held for the exclusive purpose of creating or reviewing licensure examination questions or proposed examination questions are exempt from open meetings requirements and any public records such as tape recordings, minutes, or notes, generated during or as a result of such meetings are confidential and exempt from disclosure.

Section 456.046, F.S. – A patient name or other information that identifies a patient which is in a record obtained by the Department of Health for the purpose of compiling a practitioner profile pursuant to s. 456.041 is confidential and exempt from disclosure.

Section 456.051(1), F.S. – The report of a claim or action for damages for personal injury which is required to be filed with the Department of Health under cited statutes is public information except for the name of the claimant or injured person, which remains confidential.

Section 456.057(7)(a), F.S. – Except as otherwise provided in the exemption, patient records generated by health care practitioners may not be furnished to any person other than the patient, the patient's legal representative, or other health care practitioners and providers involved in the patient's care and treatment.

Section 456.057(9), F.S. – All patient records obtained by the Department of Health and any other documents maintained by the department which identify the patient by name are confidential and exempt and shall be used solely for the purpose of the department and the appropriate board in disciplinary proceedings.

Section 456.073(2), F.S. – For cases dismissed prior to a finding of probable cause, the report submitted by the Department of Health regarding dismissal of a complaint which the department has previously determined to be legally sufficient is confidential and exempt from s. 119.07(1).

Section 456.073(4), F.S. – All proceedings of a probable cause panel of a board within the Department of Health are exempt from s. 286.011 until 10 days after the panel finds probable cause or until the subject of the investigation waives confidentiality.

Section 456.073(9)(c), F.S. – The identity of the expert whose report supported the Department of Health's recommendation for closure of a complaint, which report is provided to the complainant in accordance with this paragraph, shall remain confidential.

Section 456.073(10), F.S. – Except as provided in this subsection, a complaint and all information obtained pursuant to an investigation by the Department of Health is confidential and exempt from s. 119.07(1), until 10 days after probable cause has been found or until the regulated professional or subject of the investigation waives confidentiality, whichever is first.

Section 456.076(13), F.S. – All information obtained by the consultant pursuant to the impaired practitioner program provided by this section is confidential and exempt from s. 119.07(1), F.S.

Section 456.078(4), F.S. – Information relating to the mediation of a case pursuant to this section shall be subject to the confidentiality provisions of s. 456.073.

Section 456.082, F.S. – No officer, employee or person under contract with the Department of Health, or any subject of an investigation shall convey knowledge or information to any person not lawfully entitled to such information or knowledge about any meeting or public record, which at the time such knowledge or information is conveyed, is exempt from ss. 119.01, 119.07(1) or 286.011.

Section 456.4503, F.S. – A physician's personal identifying information, other than the name, licensure status, or licensure number, obtained from the coordinated information system described in cited law and held by specified agencies is exempt unless disclosure is authorized by law in the sending state. Portions of meetings of the Interstate Medical Licensure Compact Commission are exempt under specified circumstances.

Section 458.3193, F.S. – All personal identifying information contained in records provided by physicians licensed under chapter 458 or 459 in response to physician workforce surveys required as a condition of license renewal and held by the Department of Health is confidential and exempt, and shall be disclosed only as provided in the subsection. NOTE: Also published in s. 459.0083, F.S.

Section 458.331(1)(s), F.S. – If the Department of Health files a petition for enforcement against a physician pursuant to this paragraph, the licensee shall not be named or identified by initials in any public court records or documents, and the proceedings shall be closed to the public. *See also* ss. 457.109(1)(o) (acupuncturist); 459.015(1)(w) (osteopathic physician); 464.018(1)(j) (nurse); 466.028(1)(s) (dentist), and 486.125(1)(a)1., F.S. (physical therapist).

Section 458.337(3), F.S. – Records of a medical organization or hospital taking disciplinary action against a physician which have been furnished to the Department of Health for the purpose of disciplinary proceedings shall be confidential and exempt from s. 119.07(1).

Section 458.339(3), F.S. – Medical reports pertaining to the mental and physical condition of physicians which are maintained by the Department of Health pursuant to this section shall remain confidential and exempt from s. 119.07(1) until probable cause is found and an administrative complaint is issued.

Section 458.341, F.S. – Patient medical records obtained during a search of a physician's office by the Department of Health pursuant to this section are confidential and exempt from s. 119.07(1).

Section 459.016(3), F.S. – Records of a medical organization taking disciplinary action against an osteopathic physician which have been furnished to the Department of Health for the purpose of disciplinary proceedings shall be confidential and exempt from s. 119.07(1).

Section 459.017(3), F.S. – Medical reports pertaining to the mental and physical condition of osteopathic physicians which are maintained by the Department of Health pursuant to this section shall remain confidential and exempt from s. 119.07(1) until probable cause is found and an administrative complaint issued.

Section 459.018, F.S. – Patient medical records obtained during a search of an osteopathic physician's office by the Department of Health pursuant to this section are confidential and exempt from s. 119.07(1).

Section 464.0096, F.S., – Specified records obtained from the coordinated licensure health information system established in s. 464.0095 are exempt as are portions of meetings of the Interstate Commission of Nurse Licensure Compact Administrators where exempt records are discussed.

Section 464.208(2), F.S. – Criminal records or juvenile records relating to vulnerable adults that are obtained by the Board of Nursing for purposes of determining whether a person meets the requirements of Part II of Ch. 464, relating to certified nursing assistants are confidential and exempt from s. 119.07(1).

Section 465.017(3), F.S. – Except as permitted in the enumerated chapters, records maintained in a pharmacy relating to the filling of prescriptions and the dispensing of medicinal

drugs shall not be furnished to persons other than the patient or legal representative, or to the department or to the patient's spouse if the patient is incapacitated and has provided written authorization. Rules adopted by the Board of Pharmacy relative to disposal of records of prescription drugs shall be consistent with the duty to preserve the confidentiality of such records in accordance with applicable state and federal law.

Section 466.022(3), F.S. – Peer review information regarding dentists obtained by the Department of Health as background information shall remain confidential and exempt from ss. 119.07(1) and 286.011 regardless of whether probable cause is found.

Section 466.0275(2), F.S. – Medical reports pertaining to the mental and physical condition of dentists which are maintained by the Department of Health pursuant to this section shall remain confidential and exempt from s. 119.07(1) until probable cause is found and an administrative complaint is issued.

Section 466.041(3), F.S. – Any report of hepatitis B carrier status filed by a licensee or applicant in compliance with the requirements established by the Board of Dentistry shall be confidential and exempt from s. 119.07(1), except for the purpose of investigation or prosecution of an alleged violation of this chapter by the Department of Health.

Section 468.1336, F.S. – An audiologist's or speech-language pathologist's personal identifying information, other than the name, licensure status, or licensure number, obtained from the coordinated database and reporting system described in cited law and held by specified agencies is exempt unless disclosure is authorized by law in the sending state. Portions of meetings of the Audiology and Speech-Language Pathology Interstate Compact Commission are exempt when exempt records are discussed.

Section 471.038(7), F.S. – The exemptions set forth in ss. 455.217, 455.225, and 455.229, for records of the Department of Business and Professional Regulation apply to records created or maintained by the Florida Engineers Management Corporation, except as provided in the subsection.

Section 472.0131(5), F.S. – Meetings and records of meetings of any member of the Department of Agriculture and Consumer Services or of the Board of Professional Surveyors and Mappers held for the exclusive purpose of creating or reviewing licensure examination questions or proposed examination questions are confidential and exempt; however, the exemption does not affect the right of a person to review an examination as provided in subsection (3).

Section 472.0201(1) and (2), F.S. – All information required by the Department of Agriculture and Consumer Services of any applicant shall be a public record and open to public inspection except financial information, medical information, school transcripts, examination questions, answers, papers, grades, and grading keys, which are confidential and exempt and shall not be discussed with or made accessible to anyone except as provided therein. Any information supplied to the department by any other agency which is exempt from Ch. 119 or is confidential shall remain exempt or confidential pursuant to applicable law while in the custody of the department. Examination questions and answers provided by the department to an administrative law judge in an administrative hearing are confidential and exempt unless invalidated by the administrative law judge.

Section 472.02011, F.S. – An officer, employee, or person under contract with the Department of Agriculture and Consumer Services or the Board of Professional Surveyors and Mappers, or any subject of an investigation may not convey knowledge or information to any person who is not lawfully entitled to such knowledge or information about any public meeting or public record, which at the time such knowledge or information is conveyed is exempt from disclosure.

Section 472.033(2), (4), and (10), F.S. – For cases involving a complaint to the Department of Agriculture and Consumer Services that are dismissed before a finding of probable cause, the report of the department is confidential and exempt from s. 119.07(1). All proceedings of the probable cause panel are exempt from s. 286.011 until 10 days after probable

cause has been found to exist by the panel or until the subject of the investigation waives his or her privilege of confidentiality. The complaint and all information obtained pursuant to the investigation by the department are confidential and exempt from s. 119.07(1) until 10 days after probable cause has been found to exist by the probable cause panel or by the department, or until the regulated professional or subject of the investigation waives his or her privilege of confidentiality, whichever occurs first. However, the exemption does not apply to actions against unlicensed persons pursuant to s. 472.036.

Section 474.214(1)(h), F.S. – If the Department of Business and Professional Regulation files a petition for enforcement against a veterinarian pursuant to this paragraph, the licensee shall not be named or identified by initials in any other public court records and the enforcement proceedings shall be closed.

Section 474.2167, F.S. – Animal medical records held by a state college of veterinary medicine are confidential and exempt.

Section 474.2185, F.S. – Medical reports pertaining to the mental and physical condition of veterinarians which are maintained by the Department of Business and Professional Regulation pursuant to this section shall remain confidential and exempt from s. 119.07(1) until probable cause is found and an administrative complaint is issued.

Section 481.205(3)(a), F.S. – Complaints and any information obtained pursuant to an investigation by the Board of Architecture and Interior Design are confidential and exempt from disclosure as provided in s. 455.225(2) and (10), F.S.

Section 486.113, F.S. – A physical therapist's or physical therapist assistant's personal identifying information, other than the name, licensure status, or licensure number, obtained from the coordinated database and reporting system described in cited law and held by specified agencies is exempt unless disclosure is authorized by law in the sending state. Portions of meetings of the Physical Therapy Compact Commission or the executive board or a committee are exempt when specified information is discussed.

Section 487.031(5), F.S. – Information relative to formulas of products acquired by the Department of Agriculture and Consumer Services pursuant to the registration of pesticides is confidential and exempt from s. 119.07(1).

Section 487.041(5), F.S. – Confidential data received from the Department of Agriculture and Consumer Services by governmental agencies in providing review and comment to the department regarding pesticide registration shall be confidential and exempt from s. 119.07(1).

Section 490.0076, F.S. – A psychologist's personal identifying information, other than the psychologist's name, licensure status, or licensure number, obtained from the coordinated licensure information system, as described in s. 490.0075, and held by the Department of Health or the Board of Psychology is exempt from disclosure requirements unless disclosure is authorized by the state that originally reported the information to the information system. A meeting or portions of a meeting of the Psychology Interjurisdictional Compact Commission, established in s. 490.0075, at which matters specifically exempted from disclosure by state or federal statute are discussed is exempt from s. 286.011. Records generated during an exempt meeting are exempt from disclosure requirements.

Section 491.017 – The Counseling Compact Commission or the executive committee or other committees of the commission may convene in a closed, nonpublic meeting if specified topics must be discussed. If a meeting is closed, the commission's counsel must certify that the meeting may be closed and must reference each relevant exempting provision. Minutes must be kept as described in the exemption. The minutes and documents of a closed meeting must remain under seal subject to release as provided in the exemption.

Section 491.018, F.S. – A counselor's personal identifying information, other than the counselor's name licensure status, or licensure number obtained from the data system, as described in Article X of s. 491.017, and held by the Department of Health or the Board of Clinical Social Work, Marriage and Family Therapy, and Mental Health Counseling is exempt from disclosure

requirements unless disclosure is authorized by the state that originally reported the information to the data system. A meeting or portions of a meeting of the Counseling Compact Commission, or the executive committee or other committees of the commission, at which matters specifically exempted from disclosure by state or federal law are discussed is exempt. Records generated during an exempt meeting are exempt.

Section 493.6121(5), F.S. – Criminal justice information submitted to the Department of Agriculture and Consumer Services pursuant to the department's prescribed duties relating to licensure of private investigative, private security, and repossession services, is confidential and exempt from s. 119.07(1).

Section 493.6121(7), F.S. – An investigation conducted by the Department of Agriculture and Consumer Services pursuant to this chapter relating to private investigative, private security, and repossession services, is exempt from s. 119.07(1) until a probable cause determination has been made, the case is closed prior to a determination of probable cause, or the subject of the investigation waives confidentiality.

Section 493.6122, F.S. – The residence telephone number and residence address of certain licensees maintained by the Department of Agriculture and Consumer Services is confidential and exempt from s. 119.07(1), except that this information may be provided to law enforcement agencies. When the residence telephone number or address is or appears to be the business telephone number or address, this information is public record.

Section 494.00125(1), F.S. – Except as provided therein, information relating to an investigation by the Office of Financial Regulation pursuant to the Mortgage Brokerage and Mortgage Lending Act, including any consumer complaint received by the office or the Department of Financial Services, is confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active" as defined in the subsection, unless disclosure would result in certain enumerated consequences. If the investigation could endanger the safety of employees or their families, specified information about such personnel and their families is confidential and exempt from s. 119.07(1).

Section 494.00125(2), F.S. – All audited statements submitted pursuant to this act (relating to mortgage brokerage and lending) are confidential and exempt from s. 119.07(1), except that employees of the Office of Financial Regulation shall have access to such information in the administration and enforcement of the act and prosecution of violations.

Section 494.00125(3), F.S. – Credit history information and credit scores held by the Office of Financial Regulation and related to licensing under ss. 494.001-494.0077 are confidential and exempt except as provided therein.

Section 497.172(1), F.S. – Portions of meetings of the Board of Funeral, Cemetery, and Consumer Services at which licensure examination questions or answers are discussed are exempt from open meetings requirements; however, the closed meetings must be recorded. Such recordings are exempt from disclosure.

Section 497.172(2), F.S. – Meetings of the probable cause panel of the Board of Funeral, Cemetery, and Consumer Services, pursuant to s. 497.153 are exempt from open meeting requirements although such meetings must be recorded. Records of exempt meetings of the probable cause panel are exempt from disclosure requirements until 10 days after a determination regarding probable cause is made.

Section 497.172(3) and (4), F.S. – Except as provided therein, information held by the Department of Financial Services pursuant to a financial examination or inspection under Ch. 497 is confidential and exempt until the examination or inspection is completed or ceases to be active. Information held by the department relating to an investigation of a violation of Ch. 497 is confidential and exempt until the investigation is completed or ceases to be active or until 10 days after a determination regarding probable cause is made. Trade secrets are confidential and exempt.

Section 499.051(7)(a)(b), F.S. – The complaint and all information obtained pursuant

to an investigation by the Department of Business and Professional Regulation under the Florida Drug and Cosmetic Act are confidential and exempt from disclosure until the investigation and enforcement action are completed. Disclosure is authorized as provided in the exemption.

Section 500.148(1), F.S. – The complaint and all information deemed confidential under cited federal enactments and which is provided to the Department of Agriculture and Consumer Services during a joint food safety or food illness investigation, as a requirement for conducting a federal-state contract or partnership activity, or for regulatory review, is confidential and exempt and may not be disclosed except as provided in the exemption.

Section 501.171(11), F.S. – Information received by the Department of Legal Affairs pursuant to a notice of a data breach or pursuant to certain investigations is confidential and exempt until the investigation is completed or ceases to be active, although certain information remains confidential. Disclosure is authorized under specified circumstances.

Section 501.1735(6), F.S. – All information received by the Department of Legal Affairs pursuant to a notification of a violation of s. 501.1735, relating to protection of children in online spaces, or received by the department pursuant to an investigation by the department or a law enforcement agency of a violation of that section is confidential and exempt until such time as the investigation is completed or ceases to be active, although certain information remains confidential. Disclosure is authorized as provided in the exemption.

Section 501.1736(11), F.S. – All information held by the Department of Legal Affairs pursuant to a notification of a violation or an investigation of a violation of this section relating to certain social media violations is confidential and exempt until the investigation is completed or ceases to be active although specified information remains confidential. Certain disclosures are authorized.

Section 501.1737(9)(a), F.S. – All information held by the Department of Legal Affairs pursuant to a notification of a violation or an investigation of a violation of this section relating to certain age verification violations is confidential and exempt until the investigation is completed or ceases to be active although specified information remains confidential. Certain disclosures are authorized.

Section 501.2041(10)(a), F.S. – All information received by the Department of Legal Affairs pursuant to an investigation by the department or a law enforcement agency into certain prohibited social media platform activities is confidential and exempt until such time as the investigation is completed or ceases to be active. This exemption shall be construed in conformity with s. 119.071(2)(c), F.S. Specified information as described in the exemption remains confidential after the investigation is completed or ceases to be active.

Section 501.2065, F.S. – Criminal or civil intelligence, investigative information, or any other information held by any state or federal agency that is obtained by the Department of Legal Affairs in the course of an investigation under Part II of Ch. 501 and that is confidential or exempt from s. 119.07(1) retains its status as confidential or exempt from s. 119.07(1).

Section 501.722, F.S. – All information received by the Department of Legal Affairs pursuant to a notification of a violation of part V of ch. 501, relating to certain data privacy provisions, or received by the department pursuant to an investigation by the department of law enforcement agency of a violation of that part, is confidential and exempt until such time as the investigation is completed or ceases to be active, although specified information remains confidential. Disclosure is authorized as provided in the exemption. This exemption takes effect on July 1, 2024.

Section 517.12(13), F.S. – Currency transaction reports filed with the Office of Financial Regulation by dealers and investment advisers pursuant to this subsection are confidential and exempt from s. 119.07(1) except as provided in the subsection.

Sections 517.2015 (securities) and 520.9965 (retail installment sales), F.S. – Except as provided in the exemption, information relating to an investigation by the Office of Financial Regulation pursuant to the Florida Securities and Investor Protection Act, or pursuant to the

retail installment sales laws, including a consumer complaint, is confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active" as defined in the subsection, unless disclosure would result in any of the enumerated consequences. If the investigation could endanger the safety of employees or their families, specified information about such personnel and their families is confidential and exempt.

Section 517.2016, F.S. – Information that would reveal examination techniques or procedures used by the Office of Financial Regulation pursuant to the Florida Securities and Investor Protection Act is confidential and exempt.

Section 526.311(2), F.S. – Any records, documents, or other business material, regardless of form or characteristics, obtained by the Department of Agriculture and Consumer Services in an investigation of an alleged violation of the Motor Fuel Marketing Practices Act are confidential and exempt from disclosure, while the investigation is pending. At the conclusion of the investigation, any matter determined by the department or by a state or federal judicial or administrative body to be a trade secret or proprietary confidential business information held by the department pursuant to such investigation shall be confidential and exempt from disclosure.

Section 527.0201(8), F.S. – Liquefied petroleum gas competency examinations of the Department of Agriculture and Consumer Services are confidential and exempt.

Section 527.062(1), F.S. – Information compiled by the Department of Agriculture and Consumer Services pursuant to an investigation of an accident involving liquefied petroleum gas or equipment is confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active" as defined in the subsection.

Section 539.003, F.S. – Except as provided in the subsection, records relating to pawnbroker transactions delivered to appropriate law enforcement officials are confidential and exempt.

Section 542.28(9), F.S. – Notwithstanding s. 119.07(1), it is the duty of the Attorney General or a state attorney to maintain the secrecy of all evidence, testimony, documents, work product, or other results of an investigative demand relevant to an antitrust investigation; however, the Attorney General or state attorney may disclose such investigative evidence to the agencies enumerated in the section.

Section 548.021(2), F.S. – Disclosure of a license applicant's social security number which is obtained by the State Athletic Commission pursuant to the statute is limited to child support enforcement purposes.

Section 548.062(2), F.S. – Proprietary confidential business information, as defined in the exemption, provided by a promoter to the Florida State Boxing Commission or obtained by the commission through an audit of a promoter's books and records is confidential and exempt. Disclosure is authorized under specified circumstances.

Section 550.0251(9), F.S. – All information obtained by the Florida Gaming Control Commission pursuant to an investigation for an alleged violation of the chapter or rules of the division is exempt from disclosure until an administrative complaint is issued or the investigation is closed or ceases to be active, as defined therein. The division may, however, provide information to any law enforcement agency or other regulatory agency. With the exception of active criminal intelligence or criminal investigative information and any other information that, if disclosed, would jeopardize the safety of an individual, all other information, records and transcriptions become public when the investigation is closed or ceases to be active.

Section 550.2415(1)(a), F.S. – Test results and the identities of racing animals being tested and of their trainers and owners are confidential and exempt for 10 days after testing of all samples collected on a particular day has been completed and any positive test results derived from such samples have been reported to the director of the Florida Gaming Control Commission or administrative action has been commenced.

Section 556.113, F.S. – Proprietary confidential business information held by Sunshine

State One-Call of Florida, Inc., for the purpose of describing the extent and root cause of damage to an underground facility or using the member ticket management software system is exempt.

Section 559.5558(2), F.S. – Information held by the Office of Financial Regulation pursuant to an investigation or examination of a violation of statutes relating to consumer collection practices is confidential and exempt until the investigation or examination is complete or no longer active. Disclosure is authorized to a law enforcement agency or another administrative agency in the performance of its official duties and responsibilities. However, specified information, including certain consumer information, remains confidential.

Section 559.952(5)(h), F.S. – Certain information provided to and held by the Office of Financial Regulation in a Financial Technology Sandbox application by specified providers of innovative financial products or services is confidential and exempt. Confidential information may be released as provided in the exemption.

Section 560.129, F.S. – Except as otherwise provided in the exemption, information concerning an investigation or examination by the Office of Financial Regulation pursuant to this chapter (Money Services Businesses), including any consumer complaint received by the office or the Department of Financial Services, is confidential and exempt from disclosure until the investigation or examination ceases to be "active" as that term is defined in the exemption. Confidentiality is also provided for other records such as trade secrets and personal financial records. Other records may also remain confidential if disclosure would result in any of the consequences listed in the exemption. Quarterly reports submitted under s.560.118(2) are confidential.

Section 560.312(1)(2), F.S. – Payment instrument transaction information held by the Office of Financial Regulation pursuant to s. 560.310, F.S. (check cashing and foreign currency exchangers) which identifies a licensee, payor, payee, or conductor is confidential and exempt, except as provided in the exemption.

Section 560.4041, F.S. – Information that identifies a drawer or deferred presentment provider contained in the database authorized under s. 560.404, is confidential and exempt from public disclosure requirements and may not be released except as provided in the subsection.

Section 561.19(2)(b), F.S. – Any portion of the drawing results of a particular county to determine which applicants are to be considered for beverage licenses which reveals the rank order of persons not receiving notice of selection is confidential and exempt from s. 119.07(1), until such time as all of the licenses from that county's drawing have been issued.

Section 569.215(1), F.S. – Proprietary confidential business information received by specified state officials or outside counsel representing the state for the purpose of negotiation or verification of annual tobacco settlement payments is confidential and exempt from public disclosure requirements.

Section 570.077, F.S. – Information held by the Department of Agriculture and Consumer Services as part of a joint or multi-agency examination or investigation with another state or federal regulatory, administrative or criminal justice agency which is confidential or exempt under the laws or regulations of that state or federal agency is confidential and exempt. Disclosure is authorized under specified circumstances. The exemption does not apply to information held by the department as part of an independent examination or investigation conducted by the department.

Section 570.544(8), F.S. – Records of the Division of Consumer Services of the Department of Agriculture and Consumer Services are public records; however, customer lists, customer names, and trade secrets are confidential and exempt from s. 119.07(1). Disclosure necessary to enforcement procedures does not violate this prohibition.

Section 570.686, F.S. – The identity of a donor to the Florida Agriculture Center and Horse Park Authority, if requested by the donor in writing, is confidential and exempt from disclosure.

Section 570.691(6), F.S. – The identity of a donor or prospective donor to a direct-support organization established to assist programs of the Department of Agriculture and Consumer Services who desires to remain anonymous and all information identifying such donor or prospective donor is confidential and exempt from disclosure.

Section 570.715(5), F.S. – Appraisal reports for conservation easement acquisition are confidential and exempt, for use by the Department of Agriculture and Consumer Services and the Board of Trustees of the Internal Improvement Trust Fund, until an option contract is executed or, if no option contract is executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the board of trustees. However, disclosure is authorized under some circumstances, as described in the paragraph. The department may release a report when the passage of time has rendered the conclusions of value invalid or when the department has terminated negotiations.

Section 570.822(8)(a)(b), F.S. – Tax returns, credit history information, credit reports, and credit scores held by the Department of Agriculture and Consumer Services pursuant to its administration of the Agriculture and Aquaculture Producers Natural Disaster Recovery Loan Program are exempt from disclosure requirements. Disclosure of information in an aggregated and anonymized format is not prohibited.

Section 581.199, F.S. – It is unlawful for any authorized representative who in an official capacity obtains under the provisions of this chapter (relating to plant industry) any information entitled to protection as a trade secret, as defined in s. 812.081, to reveal that information to any unauthorized person.

Section 585.611(1), F.S. – Personal identifying information of those persons employed by, under contract with, or volunteering for a public research facility, including a state university, that conducts animal research is exempt from disclosure when such information is contained in specified records relating to animal research.

Section 595.409(1)(2), F.S. – Personal identifying information of an applicant for or participant in a school food and nutrition service program held by the Departments of Agriculture and Consumer Services, or Education is exempt. Such information shall be disclosed as provided in the exemption.

Section 597.0042, F.S. – Certain aquaculture records held by the Department of Agriculture and Consumer Services are confidential and exempt. Disclosure to another governmental entity in the performance of its duties is authorized.

Section 601.10(8), F.S. – Any non published reports or data related to studies or research conducted, caused to be conducted, or funded by the Department of Citrus under s.601.13, is confidential and exempt.

Section 607.0505(6), F.S. – Information provided to, and records and transcripts obtained by, the Department of Legal Affairs pursuant to this section relating to corporations or alien business organizations are confidential and exempt from s. 119.07(1) while the investigation is active. The department shall not disclose confidential information, records, or transcripts except as authorized by the Attorney General in the circumstances listed in the subsection. Similar confidentiality provisions exist relating to information received by the department regarding nonprofit corporations (s. 617.0503[6]).

Section 616.242(14)(b), F.S. – All investigatory records made or received by the Department of Agriculture and Consumer Services pursuant to an amusement ride investigation are confidential and exempt from public disclosure requirements until the investigation is completed or cases to be "active" as that term is defined in the exemption.

Section 624.23, F.S. – Personal financial and health information as defined therein held by the Department of Financial Services or the Office of Insurance Regulation relating to a consumer's complaint or inquiry regarding a matter or activity regulated under the Florida Insurance Code or s. 440.191 is confidential and exempt. The confidential and exempt information may be disclosed to the persons and entities described in the exemption.

Section 624.231, F.S. – If the Department of Financial Services or the Office of Insurance Regulation determines that any portion of a record requested by a person is exempt pursuant to Ch. 119, the insurance code, or Ch. 641, the department or office shall disclose to the person in writing that the requested record will be provided in a redacted format and that there will be additional fees charged for staff time associated with researching and redacting the exempt portion of the record. Before the department or office provides the record, the person must affirm his or her request to receive the record.

Section 624.310(3)(f), F.S. – An emergency order entered by the Office of Insurance Regulation or the Department of Financial Services against a licensee or affiliated party under this subsection is confidential and exempt from s. 119.07(1) until made permanent, unless the department or office finds that the confidentiality will result in substantial risk of financial loss to the public. Emergency cease and desist orders that are not made permanent are available for public inspection 1 year from the date the emergency order expires; however, portions of such order shall remain confidential if disclosure would result in any of the consequences listed in the paragraph.

Section 624.311(2), F.S. – Records of insurance claim negotiations of any state agency or political subdivision are confidential and exempt from s. 119.07(1) until termination of all litigation and settlement of all claims arising out of the same incident.

Section 624.319(3), F.S. – Examination reports of insurers prepared by the Office of Insurance Regulation or the Department of Financial Services or its examiner pursuant to this section are confidential and exempt from s. 119.07(1) until filed. Investigation reports are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active," as that term is defined in the paragraph. After an investigation is completed or ceases to be active, portions of such records shall remain confidential and exempt if disclosure would result in any of the consequences listed in the paragraph. Work papers held by the Department of Financial Services or the Office of Insurance Regulation are confidential and exempt from disclosure until the examination report is filed or until the investigation is complete or no longer active; however, portions of work papers may remain confidential under the conditions specified therein. Information received from another governmental entity or the National Association of Insurance Commissioners, which is confidential or exempt when held by that entity, for the department's or office's use in the performance of its examination or investigation duties are confidential and exempt from disclosure requirements. Lists of insurers or regulated companies are confidential and exempt from s. 119.07(1), if the conditions set forth in the paragraph apply.

Section 624.40851(1) and (2), F.S. – Risk-based capital plans and reports as described in the exemption that are held by the Office of Insurance Regulation, as well as specified additional related materials, are confidential and exempt from disclosure. Hearings relating to the office's actions regarding such risk-based capital records, are exempt from open meetings requirements, subject to specified conditions.

Section 624.4212(2)(3)(4), F.S. – Certain proprietary confidential business information held by the Office of Insurance Regulation, specified reports submitted, and confidential information received from other jurisdictions which is held by the Office relating to insurer valuation and solvency, are confidential and exempt. Disclosure is authorized under specified circumstances.

Section 624.82(1), F.S. – Orders, records, and other information in the possession of the Office of Insurance Regulation relating to the supervision of any insurer are confidential and exempt from s. 119.07(1), except as otherwise provided in this section. Proceedings and hearings relating to the office's supervision of any insurer are exempt from s. 286.011, except as otherwise provided in this section.

Section 624.86, F.S. – During the period of administrative supervision, the Office of Insurance Regulation may meet with a supervisor appointed under this part or representatives of the supervisor, and such meetings are exempt from s. 286.011.

Section 625.121(3)(a)9., F.S. – Except as otherwise provided in this paragraph, a

memorandum or other material in support of the actuarial opinion required to be furnished to the Office of Insurance Regulation under this subsection, is confidential and exempt from s. 119.07(1) and is not subject to subpoena or discovery directly from the Office.

Section 625.1214(1), F.S. – Documents, reports, materials, and other information created, produced, or obtained pursuant to ss. 625.121 and 625.0212 (valuation of policies and contracts) are privileged, confidential, and exempt as provided in s. 624.4212, and are not subject to subpoena or discovery directly from the Office of Insurance Regulation.

Section 626.511(3), F.S. – Any information or record regarding the termination of an appointment which is furnished to the Office of Insurance Regulation or the Department of Financial Services under this section is confidential and exempt from s. 119.07(1).

Section 626.601(6), F.S. – The complaint and any information obtained pursuant to the investigation by the Office of Insurance Regulation or the Department of Financial Services are confidential and exempt from s. 119.07(1), unless the department or the Office takes specified action against the individual or entity.

Section 626.631(2), F.S. – Except as provided in the subsection, the records or evidence of the Department of Financial Services relative to a hearing on the suspension or revocation of a license or appointment are confidential and exempt from s. 119.07(1) until after the material has been published at the hearing.

Section 626.84195(2), F.S. – Proprietary business information, as defined in the exemption, provided to the Office of Insurance Regulation by a title insurance agency or insurer is confidential and exempt until such information is otherwise publicly available or is no longer treated by the title insurance agency or insurer as proprietary business information.

Section 626.842(3), F.S. – Information contained in credit or character reports furnished to the Department of Financial Services under this section (relating to applications of title insurance agents) is confidential and exempt from s. 119.07(1).

Section 626.8433(3), F.S. – Any information or record furnished to the Department of Financial Services under this section regarding the reasons for termination of the appointment of a title insurance agent is confidential and exempt from s. 119.07(1).

Section 626.884(2), F.S. – Except as provided in the subsection, information contained in the books and records of an insurance administrator is confidential and exempt from s. 119.07(1) if the disclosure would reveal a trade secret as defined in s. 688.002.

Section 626.921(8), F.S. – Information furnished to the Department of Financial Services pursuant to pertinent statutes relating to policies and examinations of surplus lines agents is confidential and exempt if disclosure would reveal information specific to a particular policy or policy holder. Information furnished to the Florida Surplus Lines Service Office under the Surplus Lines Law is confidential and exempt if disclosure would reveal information specific to a particular policy or policy holder.

Section 626.9651, F.S. – The Department of Financial Services and the Financial Services Commission must adopt rules consistent with other provisions of the Florida Insurance Code to govern the use of a consumer's nonpublic personal financial and health information.

Section 626.989(5), F.S. – Records of the Department of Financial Services and the Office of Insurance Regulation relating to an investigation of insurance fraud under this section are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active," as that term is defined in the subsection, unless disclosure would result in certain enumerated consequences.

Section 626.9891(11)(a), F.S. – Information relating to investigation and tracking of insurance fraud submitted by insurers to the Department of Financial Services is exempt from public disclosure.

Section 627.0628(3)(g), F.S. – A trade secret as defined in s. 668.002 that is used in

designing and constructing a hurricane or flood loss model and that is provided pursuant to this section, by a private company, to the Florida Commission on Hurricane Loss Projection Methodology, Office of Insurance Regulation, or the appointed consumer advocate, is confidential and exempt. That portion of a meeting of the commission or of a rate proceeding on an insurer's rate filing at which a trade secret made confidential by this exemption is discussed is exempt from open meetings requirements. The closed meeting must be recorded; the recording is exempt from disclosure.

Section 627.06292(1), F.S. – Reports of hurricane loss data and associated exposure data that are specific to a particular insurance company, as reported by an insurer or a licensed rating organization to the Office of Insurance Regulation or to a state university center are exempt from disclosure requirements.

Section 627.311(4)(a), F.S. – Certain records of the Florida Automobile Joint Underwriting Association, as described in the exemption, are confidential and exempt from disclosure as set forth in the subsection.

Section 627.311(4)(b), F.S. – The Florida Automobile Joint Underwriting Association must keep portions of meetings during which confidential and exempt underwriting files or confidential and exempt claims files are discussed exempt from open meetings requirements, subject to the conditions set forth in the exemption. A copy of the transcript, less any confidential and exempt information, of any closed meeting during which confidential and exempt claims files are discussed shall become public as to individual claims files after settlement of that claim.

Section 627.3121, F.S. – Certain records held by the Florida Workers' Compensation Joint Underwriting Association, Inc., as described in the exemption, are confidential and exempt and may only be released as prescribed therein. That portion of a meeting of the association's board of governors, or any subcommittee of the association's board, at which records made confidential and exempt by the section are discussed is exempt from open meeting requirements; the transcript and minutes of exempt portions of meetings are confidential and exempt from disclosure. Those portions of the transcript or the minutes pertaining to a confidential and exempt claims file are no longer confidential and exempt upon termination of all litigation with regard to that claim.

Section 627.351(4)(g), F.S. – All records, relating to the Medical Malpractice Joint Underwriting Association or its operation are open for public inspection, except that a claim file in the possession of the Association is confidential and exempt from s. 119.07(1) during processing of that claim. Information in these files that identifies an injured person is confidential and exempt from s. 119.07(1).

Section 627.351(6)(x)1., F.S. – Certain records of the Citizens Property Insurance Corporation, as described in the exemption, are confidential and exempt from disclosure.

Section 627.351(6)(x)4., F.S. -- Portions of meetings of the Citizens Property Insurance Corporation are exempt from open meetings requirements where confidential underwriting files or confidential open claims files are discussed, subject to the conditions set forth in the exemption. A copy of the transcript, less any exempt matters, of any closed meeting where claims are discussed shall become public as to individual claims after settlement of the claim.

Section 627.3518(11), F.S. – Proprietary confidential business information, as defined in the exemption, that is provided to the Citizens Property Insurance Corporation clearinghouse is confidential and exempt.

Section 627.352, F.S. – Those portions of a risk assessment, an evaluation, an audit, and any other report of the Citizen Property Insurance Corporation's information technology security program are confidential and exempt from disclosure requirements, if disclosure would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or security information as described in the exemption. Portions of meetings which would reveal such data and information are exempt from s. 286.011, F.S. All exempt portions must be recorded and transcribed and the recordings and transcript must be kept confidential and exempt.

Confidential and exempt records must be made available to agencies specified in the exemption.

Section 627.6699(8)(c), F.S. – Information relating to rating and renewal practices of small employer health insurance carriers which is submitted by the carriers to the Office of Insurance Regulation pursuant to this subsection constitutes proprietary and trade secret information and may not be disclosed except as agreed to by the carrier or pursuant to court order.

Section 627.912(2)(e), F.S. – The name and address of the injured person that is contained in reports to the Office of Insurance Regulation regarding professional liability claims is confidential and exempt from s. 119.07(1) and must not be disclosed without the person's consent, except for disclosure to the Department of Health.

Section 627.9122(2)(e), F.S. – The name of the injured person contained in a claim report filed by an insurer providing liability coverage for officers and directors is confidential and exempt from s. 119.07(1), and must not be disclosed by the Office of Insurance Regulation without the consent of the injured person.

Section 627.9126(3)(a)6., F.S. – The names of claimants identified in reports filed by liability insurers with the Office of Insurance Regulation are confidential and exempt from s. 119.07(1).

Section 628.801(4), F.S. – Filings and related documents filed by insurance holding companies as provided in this section are confidential and exempt as provided in s. 624.4212 and are not subject to subpoena or discovery directly from the Office of Insurance Regulation.

Section 631.195, F.S. – Specified records of an insurer which are made or received by the Department of Financial Services acting as a receiver are confidential and exempt, including personal and financial information of a consumer, consumer claim files, personnel and payroll records, underwriting files, specified risk information and corporate governance records submitted pursuant to cited statutes and confidential information received from other governmental entities. Release is authorized under certain circumstances.

Section 631.398(1), F.S. – Reports and recommendations made by specified persons to the Office of Insurance Regulation or to the Department of Financial Services relative to the solvency, liquidation, rehabilitation, or conservation of a member insurer or germane to the solvency of a company seeking to do insurance business in this state, are confidential and exempt from s. 119.07(1) until the termination of a delinquency proceeding.

Section 631.582, F.S. – Certain records of the Florida Insurance Guaranty Association such as specified claims, medical records that are part of a claims file, information relating to the medical condition or medical status of a claimant, and records pertaining to matters reasonably encompassed in privileged attorney-client communications of the association, are confidential and exempt.

Section 631.62(2), F.S. – A request from the board of directors of the Florida Insurance Guaranty Association that the Office of Insurance Regulation order an examination of any member insurer is confidential and exempt from s. 119.07(1) until the examination report is released to the public.

Section 631.62(3), F.S. – The reports and recommendations by the board of directors of the Florida Insurance Guaranty Association on any matter germane to the solvency, liquidation, rehabilitation, or conservation of any member insurer are confidential and exempt from s. 119.07(1) until the termination of a delinquency proceeding.

Section 631.723(1), F.S. – The reports and recommendations by the board of directors of the Florida Life and Health Insurance Guaranty Association to the Department of Financial Services or to the Office of Insurance Regulation on any matter germane to the solvency, liquidation, rehabilitation, or conservation of any member insurer or a company seeking to do insurance business in Florida are confidential and exempt from s. 119.07(1) until the termination of a delinquency proceeding.

Section 631.723(3), F.S. – A request by the board of directors of the Florida Life and

Health Insurance Guaranty Association that the Office of Insurance Regulation order the examination of any member insurer is confidential and exempt from s. 119.07(1) until the examination report is released to the public.

Section 631.724, F.S. – Negotiations or meetings of the Florida Life and Health Insurance Guaranty Association involving discussions of the association's powers and duties under 631.717 are exempt from s. 286.011. Records of such negotiations or meetings are confidential and exempt from s. 119.07(1) until the termination of a delinquency proceeding.

Section 631.931, F.S. – The reports and recommendations by the board of directors of the Florida Workers' Compensation Insurance Guaranty Association under s. 631.917 on any matter germane to the solvency, liquidation, rehabilitation, or conservation of any member insurer are confidential and exempt until the termination of a delinquency proceeding.

Section 631.932, F.S. – Negotiations between a self-insurance fund and the Florida Workers' Compensation Insurance Guaranty Association are exempt from s. 286.011. Documents related to such negotiations that reveal identifiable payroll and loss and individual claim information are confidential and exempt.

Section 633.112(7), F.S. – Records obtained or prepared by the State Fire Marshal pursuant to his or her investigation of fires and explosions are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active" as that term is defined in the subsection.

Section 633.126(5), F.S. – Discussions involving officials of the Department of Financial Services and an insurance company in accordance with this section (relating to investigation of fraudulent insurance claims and crimes) are confidential and exempt from s. 286.011.

Section 633.324(1), F.S. – Test material relating to applicants for licensure, certification, or permitting by the State Fire Marshal is made confidential by s. 119.071(1)(a). An applicant may waive confidentiality in writing for purposes of discussion with the State Fire Marshal or his or her staff.

Section 634.045(5), F.S. – The filings made by a guarantee organization pursuant to this section relating to guarantee agreements provided by motor vehicle service agreement companies are confidential and exempt from s. 119.07(1).

Section 634.201(3), F.S. – The Department of Financial Service's records or evidence relative to a hearing for the suspension or revocation of the license or appointment of a salesman of automobile warranties are confidential and exempt from s. 119.07(1) until such investigation is completed or ceases to be "active," as that term is defined in the subsection.

Section 634.348, F.S. – Active examination or investigatory records of the Department of Financial Services or the Office of Insurance Regulation made or received pursuant to Part II, Ch. 634 (Home Warranty Associations) are confidential and exempt from s. 119.07(1) until such investigation is completed or ceases to be "active," as that term is defined in the section.

Section 634.4065(5), F.S. – The filings made by a guarantee organization pursuant to this section relating to guarantee agreements provided by service warranty associations are confidential and exempt from s. 119.07(1).

Section 634.444, F.S. – Active examination or investigatory records of the Department of Financial Services or the Office of Insurance Regulation made or received pursuant to Part III, Ch. 634 (Service Warranty Associations) are confidential and exempt from s. 119.07(1) until such investigation is completed or ceases to be "active," as that term is defined in the section.

Section 636.064(1) and (2), F.S. – Information pertaining to the diagnosis, treatment, or health of an enrollee of a prepaid limited health service organization is confidential and exempt from disclosure and shall only be available pursuant to specific written consent of the enrollee or as otherwise provided by law. Any proprietary financial information contained in contracts entered into with providers by prepaid limited health service organizations is confidential and exempt from disclosure.

Section 636.064(3), F.S. – Information obtained or produced by the Department of Financial Services or the Office of Insurance Regulation pursuant to an investigation or examination of a prepaid limited health service organization is confidential and exempt from disclosure until the examination report has been filed pursuant to s. 624.319 or until the investigation is completed or ceases to be "active," as that term is defined in the subsection. Except for information specified in the subsection, all information obtained by the office pursuant to an examination or investigation shall be available after the examination report has been filed or the investigation is completed or ceases to be active.

Section 641.515(2), F.S. – Patient-identifying information contained in reports and records prepared or obtained under cited statutes (relating to investigation of health maintenance organizations) by the Agency for Health Care Administration or by an outside source, is confidential and exempt from s. 119.07(1).

Section 641.55(5)(c), F.S. – Except as otherwise provided in this subsection, any identifying information contained in the reports of a health maintenance organization filed with the Agency for Health Care Administration under this subsection is confidential and exempt from s. 119.07(1).

Section 641.55(6), F.S. – Incident reports filed with the Agency for Health Care Administration by a health maintenance organization pursuant to this subsection are confidential and exempt from s. 119.07(1).

Section 641.55(8), F.S. – Identifying information in records of a health maintenance organization which are obtained by the Agency for Health Care Administration pursuant to this section (internal risk management program) is confidential and exempt from s. 119.07(1). Identifying information contained in records obtained under s. 456.071 is exempt to the extent that it is part of the record of disciplinary proceedings made available to the public by the agency or appropriate board.

Section 648.26(3), F.S. – Except as provided in the exemption, the Department of Financial Services' investigatory records pertaining to bail bond agents are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active," as that term is defined in the subsection. Certain disclosures are authorized as provided in the exemption.

Section 648.34(3), F.S. – Information in a character and credit report furnished to the Department of Financial Services as part of an application for licensure as a bail bond agent is confidential and exempt from s. 119.07(1).

Section 648.39(1), F.S. – Information furnished to the Department of Financial Services pursuant to this subsection regarding the termination of appointment of a managing general agent, bail bond agent is confidential and exempt from s. 119.07(1).

Section 648.46(3), F.S. – The complaint and all information obtained pursuant to the investigation of a bail bond licensee by the Department of Financial Services are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active," as defined in the subsection. Certain disclosures are authorized as provided in the exemption.

Section 651.105(3), F.S. – Reports of the results of such financial examinations or providers engaged in the execution of care contracts must be kept on file by the Office of Insurance Regulation. Any investigatory records, reports or documents held by the office are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active," as that term is defined in the subsection.

Section 651.111(2), F.S. – Unless the complainant who has filed a complaint against a continuing care provider specifically requests otherwise, neither the substance of the complaint which is provided to the provider nor any copy of the complaint or any record which is published, released, or otherwise made available to the provider shall disclose the name of any person mentioned in the complaint except the names of Office of Insurance Regulation personnel conducting the investigation or inspection pursuant to this chapter.

Section 651.121(5)(c), F.S. – Except for proceedings conducted under s. 651.018 (authorizing the Office of Insurance Regulation to place a facility in administrative supervision), the books and records of the Continuing Care Advisory Council to the Office of Insurance Regulation of the Financial Services Commission shall be open to inspection at all times.

Section 651.134, F.S. – Any active investigatory record of the Office of Insurance Regulation made or received under Ch. 651 (Continuing Care Contracts) and any active examination record necessary to complete an active investigation is confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active," as that term is defined in the section.

Section 655.0321, F.S. – The Office of Financial Regulation shall consider the public purposes specified in s. 119.14(4)(b) in determining whether the hearings and proceedings conducted pursuant to s. 655.033 (cease and desist orders) and s. 655.037 (suspension or removal orders) shall be closed and exempt from s. 286.011, and whether related documents shall be confidential and exempt from s. 119.07(1).

Section 655.033(6), F.S. – An emergency order entered by the Office of Financial Regulation pursuant to this subsection (relating to the issuance of cease and desist orders to financial institutions in certain circumstances) is confidential and exempt from s. 119.07(1) until the order is made permanent, unless the office finds that such confidentiality will result in substantial risk of financial loss to the public.

Section 655.057(1), F.S. – Except as otherwise provided in this section and except for such portions thereof which are otherwise public record, all records and information relating to an investigation by the Office of Financial Regulation are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be "active" as that term is defined in the section. After the investigation is completed or ceases to be active, portions of the records shall be confidential and exempt from s. 119.07(1) to the extent that disclosure would cause any of the consequences listed in the subsection.

Section 655.057(2), F.S. – Except as otherwise provided in this section and except for such portions thereof which are public record, reports of examinations, operations, or condition, prepared by, or for the use of, the Office of Financial Regulation or other agency responsible for regulation of banking institutions in this state are confidential and exempt from s. 119.07(1). Examination, operation, or condition reports of a financial institution shall be released within 1 year after the appointment of a liquidator, receiver, or conservator to such financial institution. However, any portion of such reports which discloses the identities of depositors, bondholders, members, borrowers, or stockholders, other than directors, officers, or controlling stockholders of the institution, shall remain confidential and exempt from s. 119.07(1).

Section 655.057(3), F.S. – Except as otherwise provided in this section and except for those portions that are otherwise public record, after an investigation relating to an informal enforcement action is completed or cases to be active, informal enforcement actions are confidential and exempt to the extent that disclosure would cause any of the consequences listed in the subsection.

Section 655.057(4), F.S. – Except as otherwise provided in this section and except for those portions that are otherwise public record, trade secrets as defined in s. 688.002 which comply with s. 655.0591 and which are held by the Office of Financial Regulation in accordance with its statutory duties with respect to the financial institutions codes are confidential and exempt.

Section 655.057(5)(a)(b), F.S. – Specified information received by the Office of Financial Regulation pursuant to an application for authority to organize a new state bank or new state trust company is confidential. Personal identifying information, as defined in the exemption, of a proposed officer or director who is associated with another financial institution received by the office pursuant to such application is exempt until the application is approved and the charter is issued.

Section 655.057(6), F.S. – Any confidential information or records obtained from the Office of Financial Regulation pursuant to this subsection (authorizing specified disclosures of records or information) shall be maintained as confidential and exempt from s. 119.07(1).

Section 655.057(7), F.S. – Confidential records and information furnished pursuant to a legislative subpoena shall be kept confidential by the legislative body which received the records or information except in a case involving an investigation of charges against a public official subject to impeachment in which case the legislative body shall determine the extent of disclosure.

Section 655.057(8), F.S. – Except as otherwise provided in this subsection, the list of members of a credit union or mutual association which is submitted to the Office of Financial Regulation is confidential and exempt from s. 119.07(1).

Section 655.057(9), F.S. – Except as otherwise provided in this subsection, any portion of the list of shareholders of a bank, trust company, and stock association which is submitted to the Office of Financial Regulation pursuant to this subsection and which reveals the identities of the shareholders is confidential and exempt from s. 119.07(1).

Section 655.057(10), F.S. – Confidential documents supplied to the Office of Financial Regulation or to employees of a financial institution by other governmental agencies shall be confidential and exempt from s. 119.07(1) and may be made public only with the consent of such agency or corporation.

Section 655.50(7), F.S. – Except as provided in the exemption, all reports and records filed with the Office of Financial Regulation pursuant to this section (Florida Control of Money Laundering and Terrorist Financing in Financial Institutions Act) are confidential and exempt from s. 119.07(1).

Section 662.1465, F.S. – In specified statutory proceedings in which a family trust company is a party, the clerk must, on written notice from a party, keep all court records of that case separate from other court records and confidential. However, disclosure is required to specified individuals.

Section 662.148(2), F.S. – Certain information, including personal identifying information, held by the Office of Financial Regulation, which relates to a family trust company, is confidential and exempt.

Section 663.416(2), F.S. – Certain information, including personal identifying information of the customers or prospective customers of an affiliated international trust entity, held by the Office of Financial Regulation is confidential and exempt.

Section 663.540(2), F.S. – Certain information, including personal identifying information of the customers or prospective customers of an affiliated international trust entity which appears in the records of a qualified limited services affiliate, held by the Office of Financial Regulation is confidential and exempt.

Section 681.1097(4), F.S. – A mediation conference conducted pursuant to the RV Mediation and Arbitration Program shall be confidential.

Section 687.144(6), F.S. – The material compiled by the Office of Financial Regulation in an investigation or examination under this act (relating to loan brokers) is confidential until the investigation or examination is complete.

Section 688.006, F.S. – In an action under the Uniform Trade Secrets Act, a court shall preserve the secrecy of an alleged trade secret by reasonable means as described in the section.

Section 717.117(11), F.S. – Social security numbers and property identifiers contained in reports to the Department of Financial Services concerning unclaimed property are confidential and exempt.

Section 717.1301(5), F.S. – Material compiled by the Department of Financial Services in an investigation under the Disposition of Unclaimed Property Act is confidential until the investigation is complete; provided that such material remains confidential if it is submitted to

another agency for investigation or prosecution and such investigation has not been completed or become inactive.

Section 721.071, F.S. – If a developer or other person filing material with the Division of Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation pursuant to chapter 721 relating to time-share plans expects the division to keep the material confidential on grounds that the material constitutes a trade secret as defined in s. 812.081, that person shall file the material together with an affidavit of confidentiality as provided in the section. If the division is satisfied as to the facial validity of the claim of confidentiality, it shall keep the affidavit and supporting documentation confidential and shall not disclose such information except upon administrative or court order.

Section 723.006(3), F.S. – Except as otherwise provided in the subsection, mobile home park financial records, as defined in the subsection, which are acquired by the Division of Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation pursuant to an investigation under this section are confidential and exempt.

Section 733.604(1)(b), F.S. – Any inventory of an estate filed with the clerk of court in conjunction with the administration of an estate or of an elective estate filed with the clerk of the court in conjunction with an election made in accordance with Part II, Ch. 732, whether initial, amended, or supplementary, is confidential and exempt. Any accounting, whether interim, final, amended, or supplementary, filed with the clerk of court in an estate proceeding is confidential and exempt. Disclosure is authorized under specified circumstances.

Section 741.29(3), F.S. – A law enforcement agency shall, without charge, send a copy of the initial police report of domestic violence, as well as any subsequent, supplemental, or related report, which excludes victim/witness statements or other materials that are part of an active criminal investigation and are exempt from disclosure under Ch. 119 to the nearest locally certified domestic violence center within 24 hours after the agency's receipt of the report.

Section 741.30(3)(b), F.S. – A petitioner seeking an injunction for protection against domestic violence may furnish his or her address to the court in a separate confidential filing for safety reasons if the petitioner requires the location of his or her current residence to be confidential.

Section 741.313(7), F.S. – Personal identifying information contained in records documenting an act of domestic or sexual violence that is submitted to an agency by an agency employee seeking to take leave as provided therein as provided therein is confidential and exempt. A written request for leave submitted by an agency employee and any agency time sheet reflecting such request are confidential and exempt until 1 year after the leave has been taken.

Section 741.3165, F.S. – Information that is confidential or exempt and that is obtained by a domestic violence fatality review team conducting activities as described in s. 741.316 shall retain its confidential or exempt status when held by the team. Information contained in a record created by a team pursuant to s. 741.316 that reveals the identity of a victim of domestic violence or the identity of the victim's children is confidential and exempt. Portions of meetings of the team regarding domestic violence fatalities and their prevention, during which confidential or exempt information, the identity of the victim, or the identity of the victim's children are discussed, are exempt from s. 286.011, F.S.

Section 741.406, F.S. – The name, address, and telephone number of a participant in the Address Confidentiality Program for Victims of Domestic Violence may not be included in any list of registered voters available to the public.

Section 741.465, F.S. – The addresses, corresponding telephone numbers, and social security numbers of program participants in the Address Confidentiality Program for Victims of Domestic Violence held by the Office of the Attorney General are exempt from disclosure, except that the information may be disclosed under the following circumstances: to a law enforcement agency for purposes of assisting in the execution of a valid arrest warrant; if directed by court order, to a person identified in the order; or if the certification has been canceled. The names,

addresses, and telephone numbers of participants contained in voter registration and voting records are exempt, except the information may be disclosed under the following circumstances: to a law enforcement agency for purposes of assisting in the execution of an arrest warrant or, if directed by court order, to a person identified in the order.

Section 741.4651, F.S. – The names, addresses, and telephone numbers of victims of stalking or aggravated stalking are exempt in the same manner as participants in the Address Confidentiality Program for Victims of Domestic Violence under s. 741.465 are exempt from disclosure, provided the victim files a sworn statement of stalking with the Office of the Attorney General and otherwise complies with ss. 741.401-741.409.

Section 742.091, F.S. – Records of any proceeding under the determination of paternity statute which was subsequently dismissed when the mother of the illegitimate child and reputed father marry thereby making the child legitimate are sealed against public inspection.

Section 742.16(9), F.S. – All papers and records pertaining to the affirmation of parental status for gestational surrogacy, including the original birth certificate, are confidential and exempt and subject to inspection only upon court order.

Section 744.1076, F.S. – A court order appointing a court monitor is exempt from public disclosure requirements. Reports of a court monitor relating to the medical condition, financial affairs, or mental health of the ward are confidential and exempt. The reports may be subject to inspection as determined by the court or upon a showing of good cause. Court determinations relating to a finding of no probable cause and court orders finding no probable cause are confidential; however, such determinations and findings may be subject to inspection as determined by the court or upon a showing of good cause.

Section 744.2103(2), F.S. – No report or disclosure of the personal or medical records of a ward of a public guardian shall be made, except as authorized by law.

Section 744.21031, F.S. – Home addresses, telephone numbers, and other specified personal information of current or former public guardians and employees with fiduciary responsibility, as defined in the exemption, as well as the names and specified information about the spouses and children of these individuals are exempt from disclosure. An agency that is the custodian of the information shall maintain the exempt status only if the specified individuals submit a written request for exempt status to the custodial agency.

Section 744.2104(2) F.S. – All records held by the Office of Public and Professional Guardians relating to the medical, financial, or mental health of vulnerable adults, persons with a developmental disability, or persons with a mental illness, are confidential and exempt from public disclosure requirements.

Section 744.2105(6), F.S. – Personal identifying information of a donor or prospective donor of funds or property to the direct-support organization of the Office of Public and Professional Guardians who wishes to remain anonymous is confidential and exempt.

Section 744.2111(1)(2)(3), F.S. – A complaint and any information held by the Department of Elderly Affairs as part of the investigative process are confidential and exempt until the investigation is completed or ceases to be "active, as that term is defined in the exemption. However, once the investigation is completed or ceases to be active, specified personal information relating to complainants or wards remains confidential. The exemption does not prohibit the department from providing such information to any law enforcement agency, any other regulatory agency in the performance of its official duties and responsibilities, or the clerk of court under s. 744.368, or pursuant to court order.

Section 744.3701, F.S. – Unless otherwise ordered by the court, upon a showing of good cause, an initial, annual, or final guardianship report or amendment thereto, or any record relating to the settlement of a claim is subject to inspection only by the individuals specified in the section. Court records relating to the settlement of a ward's or minor's claim are confidential and exempt and may not be disclosed except as specifically authorized.

Section 760.11(12), F.S. – Complaints filed with the Commission on Human Relations and all records in the commission's custody which relate to and identify a particular person, including, but not limited to, the entities specified in the subsection are confidential and may not be disclosed except to the parties or in the course of a hearing or proceeding under this section. This restriction does not apply to any record which is part of the record of a hearing or court proceeding.

Section 760.34(1), F.S. – Nothing said or done in the course of informal endeavors by the Commission on Human Relations to resolve complaints about discriminatory housing practices may be made public or used as evidence in a subsequent proceeding under ss. 760.20-760.37 without the written consent of the persons concerned.

Section 760.36, F.S. – A conciliation agreement arising out of a complaint filed under the Fair Housing Act shall be made public unless the complainant and the respondent otherwise agree and the Commission on Human Relations determines that disclosure is not required to further the purposes of the Act.

Section 760.40(2), F.S. – Except as provided in the subsection, DNA analysis results information held by a public entity is exempt from s. 119.07(1).

Section 760.50(5), F.S. – Employers shall maintain the confidentiality of information relating to the medical condition or status of any person covered by health or life insurance benefits provided or administered by the employer. Such information in the possession of a public employer is exempt from s. 119.07(1).

Section 765.51551, F.S. – Donor-identifying information maintained in the anatomical gifts donor registry is confidential and exempt as provided in the exemption.

Section 766.101(7)(c), F.S. – Proceedings of medical review committees are exempt from s. 286.011 and any advisory reports provided to the Department of Health are confidential and exempt from s. 119.07(1), regardless of whether probable cause is found.

Section 766.106(6)(b)3., F.S. – An examination report on an injured claimant which is made pursuant to this section relating to medical malpractice claims is available only to the parties and their attorneys and may be used only for the purpose of presuit screening. Otherwise, such report is confidential and exempt from s. 119.07(1).

Section 766.1115(4)(c), F.S. – All patient medical records and any identifying information contained in adverse incident reports and treatment outcomes which are obtained by governmental entities contracting with health care providers under this paragraph, are confidential and exempt.

Section 766.305(3), F.S. – Information furnished by a person seeking compensation under the Florida Birth-Related Neurological Injury Compensation Plan pursuant to this subsection shall remain confidential and exempt under the provisions of s. 766.315(5)(b).

Section 766.314(8), F.S. – Information obtained by the Florida Birth-Related Neurological Injury Compensation Association to determine the actual cost of maintaining the fund on an actuarially sound basis shall be utilized solely for the purpose of assisting the association. Such information shall otherwise be confidential and exempt.

Section 766.315(5)(b), F.S. – A claim file in the possession of the Florida Birth-Related Neurological Injury Compensation Association or its representative is confidential and exempt until termination of litigation or settlement of the claim, although medical records and other portions of the claim file may remain confidential and exempt as otherwise provided by law.

Section 768.28(16)(b), F.S. – Claims files maintained by any risk management program administered by the state, its agencies and subdivisions are confidential and exempt until termination of all litigation and settlement of all claims arising out of the same incident, although portions of the claims files may remain exempt, as otherwise provided by law. Claims files records may be released to other governmental agencies as provided in the paragraph; such records held by the receiving agency remain confidential as provided in the paragraph.

Section 768.28(16)(c), F.S. – Portions of meetings and proceedings conducted pursuant to a risk management program administered by the state, its agencies or subdivisions relating solely to the evaluation of claims or relating solely to offers of compromise of claims filed with the program are exempt from s. 286.011.

Section 768.28(16)(d), F.S. – Minutes of the meetings and proceedings of a risk management program administered by the state, its agencies or its subdivisions relating solely to the evaluation of claims or relating solely to offers of compromise of claims filed with such risk management programs are exempt from s. 119.07(1) until termination of all litigation and settlement of all claims arising out of the same incident.

Section 784.046(4)(b), F.S. – A petitioner seeking an injunction for protection against repeat violence, sexual violence or dating violence and related court actions may furnish an address to the court in a separate confidential filing for safety reasons if the petitioner requires the location of his or her current residence to be confidential pursuant to s. 119.071(2)(j).

Section 784.0485(3)(b), F.S. – A petitioner seeking an injunction for protection against stalking may furnish his or her address to the court in a separate confidential filing if, for safety reasons, the petitioner requires the location of the current residence to be confidential.

Section 787.03(6)(c)1., F.S. – The current address and telephone number of the person taking a child or incompetent person when fleeing from domestic violence or to preserve the minor or incompetent person from danger and the current address and telephone number of the minor or incompetent person which are contained in the report made to a sheriff or state attorney under s. 787.03(6)(b) by the person who takes such child or incompetent person, are confidential and exempt from public disclosure requirements.

Section 787.06(10), F.S. – Information about the location of a residential facility offering services for adult victims of human trafficking involving commercial sexual activity, which is held by an agency is confidential and exempt; however, the information may be disclosed as provided in the exemption.

Section 790.0601, F.S. – Personal identifying information of an individual who has applied for or received a license to carry a concealed weapon or firearm held by the Division of Licensing of the Department of Agriculture and Consumer Services or by a tax collector appointed by the Department to receive applications and fees is confidential and exempt from disclosure requirements. Information made confidential and exempt shall be disclosed with express written consent of the applicant or licensee, by court order, or upon request by a law enforcement agency in connection with the performance of lawful duties.

Section 790.0625(4), F.S. – All personal identifying information that is provided pursuant to s. 790.06 and contained in the records of a tax collector appointed under this section is confidential and exempt except as provided in s. 790.0601.

Section 790.065(2)(a)4.d., F.S. – The hearing on the petition filed by a person who has been adjudicated mentally defective or committed to a mental institution for relief from the firearm disabilities imposed by such adjudication or commitment may be open or closed as the petitioner may choose.

Section 790.065(4)(a), F.S. – Any records containing information specified in this section relating to a buyer or transferee of a firearm who is not prohibited under state or federal law from receipt or transfer of a firearm shall be confidential and exempt from s. 119.07(1) and may not be disclosed by the Department of Law Enforcement to any other person or agency.

Section 790.335(2), F.S. – Subject to specified exceptions, a governmental agency or any other person, public or private, may not knowingly and willfully keep or cause to be kept any list, record or registry of privately owned firearms or any list, record, or registry of the owners of those firearms.

Section 794.024, F.S. – A public employee or officer having access to the photograph, name or address of a person alleged to be a victim of an offense described in this chapter (sexual

battery), chapter 800 (lewdness, indecent exposure), s. 827.03 (aggravated child abuse), s. 827.04 (child abuse), or s. 827.071 (sexual performance by a child) may not willfully and knowingly disclose it to a person not assisting in the investigation or prosecution of the alleged offense or to any person other than the defendant, the defendant's attorney, a person specified in a court order entered by the court having jurisdiction over the alleged offense, to organizations authorized to receive such information made exempt by s. 119.071(2)(h), or to a rape crisis center or sexual assault counselor who will be offering services to the victim.

Section 794.03, F.S. – It is unlawful to print, publish, or broadcast or cause or allow to be printed, published or broadcast in any instrument of mass communication the name, address or other identifying fact or information of the victim of any sexual offense. Such identifying information is confidential and exempt.

Section 815.045, F.S. – It is a public necessity that trade secret information as defined in s. 812.081, be expressly made confidential and exempt from the public records law because it is a felony to disclose such records.

Section 823.15(7), F.S. – Personal identifying information of a person who fosters, adopts, or otherwise receives legal custody of an animal from an animal shelter or animal control agency operated by a humane society or local government is exempt.

Section 828.30(5), F.S. – An animal owner's name, street address, phone number, and animal tag number contained in a rabies vaccination certificate provided to the animal control authority is confidential and exempt from disclosure except as provided in the exemption.

Section 877.19(3), F.S. – Certain information on hate crimes which is reported to the Florida Department of Law Enforcement pursuant to this statute is confidential and exempt. Data required pursuant to this section shall be used only for research or statistical purposes and shall not include any information that may reveal the identity of a crime victim.

Section 893.0551(2), F.S. – Certain identification and location information of a patient or patient's agent, a health care practitioner, a dispenser, an employee of the practitioner who is acting on behalf of and at the direction of the practitioner; a pharmacist, or a pharmacy, that is contained in Department of Health records under the electronic prescription drug monitoring program for monitoring the prescribing and dispensing of controlled substances is confidential and exempt from disclosure.

Section 895.06(2), F.S. – A subpoena issued pursuant to this chapter is confidential for 120 days after the date of its issuance. The subpoenaed person or entity may not disclose the existence of the subpoena to any person or entity other than his or her attorney during the 120-day period.

Section 895.06(7), F.S. – Information held by an investigative agency pursuant to an investigation of a violation of s. 895.03 is confidential and exempt; however, the information may be disclosed as provided in the subsection. Information made confidential and exempt under this exemption is no longer confidential and exempt once all investigations to which the information pertains are completed, as defined in the exemption, unless the information is otherwise protected by law.

Section 896.102(2), F.S. – Information and documents filed with the Department of Revenue regarding certain currency transactions are confidential and exempt; however, the information may be released as provided in the subsection.

Section 905.17(1), F.S. – Stenographic records, notes and transcriptions made by a court reporter during a grand jury session are confidential and exempt from s. 119.07(1) and shall be filed with the clerk who shall keep them in a sealed container not subject to public inspection.

Section 905.24, F.S. – Grand jury proceedings are secret and a grand juror or interpreter appointed pursuant to s. 90.6063(2) shall not disclose the nature or substance of the deliberations or vote of the grand jury.

Section 905.26, F.S. – Unless ordered by the court, a grand juror, reporter, stenographer,

interpreter, or officer of the court may not disclose the finding of an indictment against a person not in custody or under recognizance, except by issuing or executing process on the indictment, until the person has been arrested.

Section 905.27, F.S. – Persons present or appearing during a grand jury proceeding, including a grand juror, a state attorney, an assistant state attorney, a reporter, a stenographer, or an interpreter, as well as the custodian of a grand jury record, may not disclose the testimony of a witness examined before the grand jury or other evidence received by it except when required by a court to disclose the testimony for one of the purposes set forth in the exemption.

Section 905.28(1), F.S. – A report or presentment of a grand jury relating to an individual which is not accompanied by a true bill or indictment is confidential and exempt and shall not be made public until the individual concerned has been furnished a copy and given 15 days to file a motion to repress or expunge the report.

Section 905.395, F.S. – Unless pursuant to court order, it is unlawful for any person knowingly to publish, broadcast, disclose, divulge, or communicate or cause or permit such publication or communication to any person outside the statewide grand jury room, any of the proceedings or identity of persons referred to or being investigated by the statewide grand jury.

Section 914.27, F.S. – Information held by a law enforcement agency, prosecutorial agency, or the Victim and Witness Protection Review Committee which discloses the identity or location of a victim or witness who has been identified or certified for protective or relocation services is confidential and exempt from disclosure. Identity and location of immediate family members of such victims or witnesses are also protected as are relocation sites, techniques or procedures utilized or developed as a result of the victim and witness protective services.

Section 916.1065(1), F.S. – A forensic behavioral health evaluation filed with the court pursuant to Ch. 916, is confidential and exempt.

Section 916.107(8), F.S. – Except as provided in the subsection, a forensic client's clinical record is confidential and exempt from s. 119.07(1).

Section 918.16(1), F.S. – Except as provided in s. 918.16(2), in any civil or criminal trial, if any person under 16 or any person with an intellectual disability as defined in cited statute is testifying concerning any sex offense, the court shall clear the courtroom of all persons except parties to the cause and their immediate families or guardians, attorneys and their secretaries, officers of the court, jurors, newspaper reporters or broadcasters and court reporters, and at the request of the victim, victim or witness advocates designated by the state attorney's office.

Section 918.16(2), F.S. – If the victim of a sex offense is testifying concerning that offense in any civil or criminal trial, the court shall clear the courtroom of all persons upon the request of the victim, regardless of the victim's age or mental capacity, except that parties to the cause and their immediate families or guardians, attorneys and their secretaries, officers of the court, jurors, newspaper reporters or broadcasters and court reporters, and at the request of the victim, victim or witness advocates designated by the state attorney may remain in the courtroom.

Section 925.055(2), F.S. – The names of confidential informants that may be revealed to auditors of law enforcement investigative funds are confidential and exempt.

Section 932.703(2)(e), F.S. –The court may seal any portion of the application and the record of any proceeding under the Florida Contraband Forfeiture Act which is exempt or confidential and exempt from disclosure requirements or may otherwise be sealed pursuant to Rule 2.420, Florida Rules of Judicial Administration.

Section 934.08(1)(b), F.S. – A state or federal law enforcement official who receives intelligence information as described in the paragraph is subject to any limitations on the unauthorized disclosure of such information.

Section 934.09(8)(c), F.S. – Applications made and orders granted authorizing interception of wire, oral or electronic communications pursuant to cited statutes shall be sealed by the judge and shall be disclosed only upon a showing of good cause before a judge.

Section 934.33(7), F.S. – The record maintained by an investigative or law enforcement agency which contains specified identifying information regarding the installation and use of a pen register or trap and trace device must be provided under seal to the court.

Section 937.028(1), F.S. – When fingerprints are taken for the purpose of identifying a child, should that child become missing, the state agency, public or private organization, or other person taking such fingerprints shall not release the fingerprints to any law enforcement agency or other person for any purpose other than the identification of a missing child. Such records and data are exempt from s. 119.07(1).

Section 943.03(2), F.S. – Records related to a Florida Department of Law Enforcement investigation requested by the Governor concerning official misconduct of public officials and employees, are confidential and exempt from s. 119.07(1) until the investigation is completed or is no longer "active" as defined in the subsection.

Section 943.031(9)(c) and (d), F.S. – The Florida Violent Crime and Drug Control Council may close portions of meetings during which the council will hear or discuss active criminal investigative information or active criminal intelligence information and such portions of meetings are exempt from open meetings requirements, provided that the conditions set forth in the subsection are met. A tape recording of, and any minutes and notes generated during, the closed portion of a meeting are confidential and exempt until the criminal investigative or intelligence information ceases to be active.

Section 943.0314, F.S. – That portion of a meeting of the Domestic Security Oversight Council at which the council will hear or discuss active criminal investigative information or active criminal intelligence information is exempt from open meetings requirements provided that the conditions set forth in the exemption are complied with. An audio or video recording of, and any minutes and notes generated during, a closed meeting are exempt from public disclosure requirements until such time as the criminal investigative information or criminal intelligence information heard or discussed therein ceases to be active.

Section 943.0321(4), F.S. **–** Information that is exempt from public disclosure under Ch. 119 when in the possession of the Florida Domestic Security and Counter-Terrorism Intelligence Center retains its exemption from public disclosure after such information is revealed to a law enforcement agency or prosecutor, except as otherwise provided by law. Exempt information obtained by the center from a law enforcement agency or prosecutor retains its exemption from public disclosure, except as otherwise provided by law.

Section 943.053(3), F.S. – Criminal history information relating to a juvenile and compiled by the Criminal Justice Information Program from intrastate sources is confidential and exempt except as provided in the exemption.

Section 943.053(5), (8), (9), and (10), F.S. – Sealed records received by a court for the purpose of assisting judges in their case-related responsibilities, or by a private entity under contract to operate a juvenile offender facility, county detention facility or state correctional facility pursuant to cited laws remain confidential and exempt from disclosure.

Section 943.057, F.S. – This section (providing for access to criminal justice information in the Department of Law Enforcement for research or statistical purposes) does not require release of confidential information or require the department to accommodate requests that would disrupt ongoing operations beyond the extent required by s. 119.07.

Section 943.0582(5), F.S. – Nonjudicial records held by the Florida Department of Law Enforcement pertaining to the arrest of juveniles for certain crimes who have had the records sealed or expunged pursuant to s. 943.0582, are confidential. Disclosure is authorized as provided in the exemption.

Section 943.0583(10)(a), F.S. – A criminal history record of a human trafficking victim that is ordered expunged under this section that is retained by the Florida Department of Law Enforcement is confidential and exempt except that the record shall be made available to criminal justice agencies for their respective criminal justice purposes; to any governmental agency that is

authorized by law to determine eligibility to purchase or possess a firearm or to carry a concealed firearm for use in the course of such agency's official duties; or by court order.

Section 943.0583(11)(12), F.S. – Criminal intelligence information or criminal investigative information that reveals or may reveal the identity of a person who is a victim of human trafficking whose criminal history record has been ordered expunged or has been expunged under s. 943.0583 is confidential and exempt. Disclosure is authorized under specified circumstances. A petition filed under this section and all documents related to the petition are confidential and exempt.

Section 943.0585(6), F.S. – A criminal history record ordered expunged that is retained by the Department of Law Enforcement pursuant to this section is confidential and exempt and is not available to any person or entity except upon court order.

Section 943.0585(6)(d), F.S. – Information relating to the existence of an expunged criminal history record which is provided in accordance with paragraph (a), is confidential and exempt, except that the Florida Department of Law Enforcement shall disclose the existence of an expunged record to the agencies set forth in the paragraph for their respective licensing and employment purposes and to criminal justice agencies for their respective criminal justice purposes. It is unlawful for any employee of an entity identified in the paragraph to disclose such information except to the person to whom the record relates or to persons having direct responsibility for employment or licensure decisions.

Section 943.059(6)(a), F.S. – A criminal history record of a minor or an adult which is ordered sealed by a court pursuant to this section is confidential and exempt and available only to the persons and entities identified in the subsection.

Section 943.059(6)(d), F.S. – Information relating to the existence of such record that is provided in accordance with paragraph (a) is confidential and exempt, except that the Florida Department of Law Enforcement shall disclose a sealed record to the agencies set forth in the paragraph for their respective licensing and employment purposes. It is unlawful for any employee of an entity identified in the paragraph to disclose such information except to the person to whom the record relates or to persons having direct responsibility for employment or licensure decisions. See also s. 943.0595(3)(b).

Section 943.082(6), F.S. – The identity of the reporting party received through the mobile suspicious activity reporting tool and held by the Department of Law Enforcement, Department of Education, law enforcement agencies, or school officials is confidential and exempt. Any other information received through the tool and held by such agencies is exempt.

Section 943.1395(6)(b), F.S. – The report of misconduct and all records or information provided to or developed by the Criminal Justice Standards and Training Commission during the course of an investigation conducted by the commission are exempt from s. 119.07(1) and, except as otherwise provided by law, such information shall be subject to public disclosure only after a determination as to probable cause has been made or until the investigation becomes inactive. However, the officer being investigated or the officer's attorney may review records as authorized in the exemption.

Section 943.173(3), F.S. – Examinations, assessments, and instruments and examination results, other than test scores on officer certification examinations, including developmental materials and workpapers, administered pursuant to s. 943.13(9) or (10) and s. 943.17 are exempt from s. 119.07(1).

Section 943.325(14), F.S. – The results of a DNA analysis and the comparison of analytic results shall be released only to criminal justice agencies as defined in s. 943.045, F.S., at the request of the agency. Otherwise, such information is confidential and exempt.

Section 943.68(10)(a), F.S. – Records held by a law enforcement agency relating to security or transportation services provided under ss. 943.68(1),(5), or (6) to the Governor and other specified persons are exempt from disclosure requirements.

Section 943.687(8), F.S. – Any portion of a meeting of the Marjory Stoneman Douglas High School Public Safety Commission at which exempt or confidential information is discussed is exempt from open meetings requirements.

Section 944.606(3)(d), F.S. – Sexual offender information received from the Department of Corrections by the Department of Law Enforcement, the sheriff, or the chief of police shall be provided to a person who requests it and such information may be released to the public in any manner deemed appropriate, unless the information so received is confidential or exempt from disclosure.

Section 945.10, F.S. – Records of the Department of Corrections relating to inmates and other specified persons and entities, as set forth in the exemption, are confidential and exempt and may not be released except as provided in the exemption.

Section 945.602(7)(b), F.S. – Neither the provisions of this section nor those of Ch. 119 or s. 154.207(7) shall apply to any health care provider under contract with the Department of Corrections except to the extent such provisions would apply to any similar entity not under contract with the department.

Section 945.6032(3), F.S. – The findings and recommendations of a medical review committee created by the Correctional Medical Authority or the Department of Corrections pursuant to s. 766.101 are confidential and exempt from s. 119.07(1) and any proceedings of the committee are exempt from s. 286.011.

Section 946.517, F.S. – Proprietary confidential business information, as defined in the statute, of the corporation created to operate correctional work programs is confidential and exempt.

Section 951.27(2), F.S. – Except as otherwise provided in this subsection, serologic blood test results for infectious disease which are obtained pursuant to s. 951.27(1) on inmates in county and municipal detention facilities are confidential and exempt.

Section 960.001(1)(g)2., F.S. – Any person who views a presentence investigation report pursuant to this paragraph must maintain the confidentiality of the report and may not disclose its contents to any person except statements made to the state attorney or the court.

Section 960.001(8), F.S. – Information gained by a crime victim pursuant to this chapter (providing guidelines for fair treatment of victims in the criminal and juvenile justice systems), regarding any case handled in juvenile court, must not be revealed to any outside party, except as is reasonably necessary in pursuit of legal remedies.

Section 960.003(3), F.S. – Results of human immunodeficiency virus and hepatitis tests performed pursuant to this section on persons charged with or alleged by delinquency petition with certain offenses are confidential and exempt and may not be disclosed to any person other than the individuals and entities identified in the subsection.

Section 960.15, F.S. – Any record or report obtained by the Department of Legal Affairs or a hearing officer, pursuant to a claim for crime victim compensation, that is confidential or exempt from s. 119.07(1) shall retain that status and shall not be subject to public disclosure.

Section 960.28(4), F.S. – Information received or maintained by the Department of Legal Affairs identifying an alleged victim who seeks payment of medical expenses under this section is confidential and exempt from s. 119.07(1).

Section 984.06(3) and (4), F.S. – All information obtained pursuant to Ch. 984 (families in need of services and children in need of services) in the discharge of official duty by the officials specified in the subsection shall not be disclosed to anyone other than persons and agencies entitled under the chapter to receive this information or upon court order. Court records required by Ch. 984 are not open to public inspection.

Section 985.036, F.S. – Nothing in this chapter prohibits the victim of the offense or a minor victim's parent or guardian from the right to be informed of, and to be present during,

all crucial stages of the proceedings involving the juvenile offender. However, such person may not reveal to any outside party any confidential information obtained under this subsection regarding the case, except as is reasonably necessary to pursue legal remedies. A law enforcement agency may release a copy of the juvenile offense report to the victim of the offense; however, information gained by the victim under this chapter, including the next of kin of a homicide victim, regarding any case handled in juvenile court must not be revealed to any outside party, except as is reasonably necessary in pursuit of legal remedies.

Section 985.04(1) F.S. – Except as otherwise provided in this section, all information obtained under this chapter (relating to juvenile justice) in the discharge of official duty by any of the entities set forth in the subsection is confidential and exempt and may be disclosed only to the entities specified in the subsection or upon court order. Agencies entering into an agreement to share information about juvenile offenders as authorized by this subsection must comply with s. 943.0525 and must maintain the confidentiality of information otherwise exempt from s. 119.07(1), as provided by law.

Section 985.04(6), F.S. – Records maintained by the Department of Juvenile Justice pertaining to a child found to have committed a delinquent act which, if committed by an adult, would be a crime specified in cited statute may not be destroyed for a period of 25 years after the youth's final referral to the department, except in cases of the child's death. However, such record shall be sealed by the court and may be released only to meet screening requirements for personnel in s. 402.3055 and the other mentioned statutes or department rules although sexual offender and predator registration information is a public record.

Section 985.04(7)(a), F.S. – Records in the custody of the Department of Juvenile Justice regarding children are not open to public inspection and may be inspected only upon order of the Secretary of the department or the secretary's authorized agent as provided therein.

Section 985.045(2), F.S. – The clerk of court shall keep all official records required by this section (delinquency) separate from other records of the circuit court, except those records pertaining to motor vehicle violations, which shall be forwarded to the Department of Highway Safety and Motor Vehicles. Except as provided in ss. 943.053 and 985.04(6)(b) and (7), official records required by this chapter are not open to inspection by the public, but may be inspected only by persons and entities specified in the subsection or deemed by the court to have a proper interest therein. The court may permit authorized representatives of recognized organizations compiling statistics for proper purposes to inspect, and make abstracts from, official records under whatever conditions upon the use and disposition of such records the court may deem proper and may punish by contempt proceedings any violation of those conditions.

Section 985.047(2)(a), F.S. – Notwithstanding any provision of law to the contrary, confidentiality of records information does not apply to juveniles who have been arrested for an offense that would be a crime if committed by an adult, regarding the sharing of information on such juveniles with the law enforcement agency or county as well as other specified agencies and individuals. Neither these records provided to the law enforcement agency or county nor the records developed from these records for serious habitual juvenile offenders nor the records provided or developed from records provided to the law enforcement agency or county on juveniles at risk of becoming serious habitual juveniles offenders shall be available for public disclosure under s. 119.07.

Section 985.11, F.S. – Except as provided in cited statutes, fingerprints and photographs of juveniles are not available for public disclosure and inspection under s. 119.07(1),except as provided in ss. 943.053 and 985.04(2), but are available to specified entities or to any other person authorized by the court to have access to such records. The records may, in the discretion of the court, be open to inspection by anyone upon a showing of cause.

Section 985.534(4) and (5), F.S. – The original order of the appellate court in a case affecting a party to a case involving a child under this chapter (juvenile justice) and all papers filed in the case on appeal shall remain in the office of the clerk of the court, sealed and not open to inspection except by order of the appellate court. The case on appeal shall be docketed, and any

papers filed in the appellate court shall be entitled with the initials but not the name of the child.

Section 1001.24(4), F.S. – The identity of donors to a Department of Education direct-support organization, and all information identifying donors and prospective donors, is confidential and exempt from s. 119.07(1) and that anonymity shall be maintained in the auditor's report. All records of the organization other than the auditor's report, management letter, and any supplemental data requested by the Auditor General and the Office of Program Policy Analysis and Government Accountability shall be confidential and exempt.

Section 1001.453(4), F.S. – The identity of donors and all information identifying donors and prospective donors are confidential and exempt from s. 119.07(1) and that anonymity shall be maintained in the auditor's report of a district school board direct-support organization.

Section 1002.221, F.S. – Education records, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations, are confidential and exempt. An agency or institution, as defined in s. 1002.22, may not release a student's education records without the written consent of the student or parent except as provided in the exemption and as permitted by FERPA.

Section 1002.225, F.S. – All public postsecondary educational institutions shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, with respect to the education records of students.

Section 1002.36(7)(d), F.S. – The criminal records, private investigator findings, and information from reference checks obtained by the Florida School for the Deaf and the Blind for determining the moral character of employees of the school are confidential and exempt from disclosure.

Section 1002.395(6)(y), F.S. – Information and documentation provided to the Department of Education and the Auditor General relating to the identity of a taxpayer that provides an eligible contribution under this section (Florida Tax Credit Scholarship Program) shall remain confidential at all times in accordance with s. 213.053.

Section 1002.42(18)(c), F.S. – Any information that may identify whether a particular individual has been assigned as a safe-school officer pursuant to s. 1006.12 at a private school and that is held by a law enforcement agency is exempt from disclosure requirements.

Section 1002.72, F.S. – Except as provided in the exemption, the records of children enrolled in the Voluntary Prekindergarten Education Program are confidential.

Section 1002.97, F.S. – Except as provided in the exemption, individual records of children enrolled in school readiness programs, held by a VPEP provider, an early learning coalition or the Department of Education are confidential and exempt.

Section 1003.25(1), F.S. – The cumulative record of a public school pupil that is required by this section is confidential and exempt from s. 119.07(1) and is open to inspection only as provided in Ch. 1002.

Section 1003.53(6), F.S. – School districts and other agencies receiving information contained in student records and juvenile justice records shall use such information only for official purposes connected with the certification of students for admission to and for the administration of the dropout prevention and academic intervention program, and such agencies shall maintain the confidentiality of such information unless otherwise provided by law or rule. Such information is confidential and exempt from s. 119.07(1).

Section 1003.57(1)(c), F.S. – Hearings on exceptional student identification, evaluation, and eligibility determination, or lack thereof, are exempt from s. 286.011, except to the extent that the State Board of Education adopts rules establishing other procedures, and any records created as a result of such hearings are confidential and exempt.

Section 1004.055, F.S. – Certain records held by a state university or Florida College System institution which identify detection, investigation, or response practices for suspected or

confirmed security incidents are confidential and exempt. Those portions of a public meeting which would reveal such data and information are exempt from s. 286.011, F.S.

Section 1004.0962 (2) and (4), F.S. – A campus emergency response, as defined in the exemption, held by a public postsecondary institution or specified agencies is exempt from disclosure requirements. That portion of a public meeting which would reveal a campus emergency response is exempt from s. 286.011, F.S.

Section 1004.098(1), F.S. – Personal identifying information of an applicant for president of a state university or a Florida College System institution held by a state university or college is confidential and exempt, except that the age, race, and gender of all applicants who met the minimum qualifications established for the position who were considered and the personal identifying information of an applicant included in the final group of applicants, are no longer confidential and exempt beginning at the earlier of the date the final group of applicants to be considered is established or 21 days before the date of a meeting at which an interview of an applicant will be conducted or at which final action or a vote is to be taken on the offer of employment of an applicant as president.

Section 1004.098(2), F.S. – Any portion of a meeting held for the purpose of identifying or vetting applicants for president of a state university or Florida College System institution, including any portion of a meeting which would disclose personal identifying information of such applicants which is otherwise confidential and exempt under s. 1004.098(1) is exempt from open meetings requirements. A complete recording must be made of any portion of a meeting which is closed and the closed portion may not be held off the record. The recording of the closed portion is exempt. The exemption does not apply to portions of meetings held to establish qualifications for the position or for establishing any compensation framework to be offered to an applicant, or to any meeting held after a final group of applicants has been established.

Section 1004.22(2), F.S. – Materials relating to methods of manufacture or production, potential or actual trade secrets, potentially patentable material, business transactions, or proprietary information received, generated, ascertained or discovered during the course of research conducted within state universities are confidential and exempt from s. 119.07(1), except that a division of sponsored research shall make available, upon request, title and description of a research project, name of the researcher, and amount and source of funding for the project.

Section 1004.24(4), F.S. – The claims files of a self-insurance program adopted by the Board of Governors, or the board's designee, pursuant to this section are confidential and exempt from s. 119.07(1), and are only for the use of the program in fulfilling its duties.

Section 1004.28(5), F.S. – Other than the auditor's report, management letter, any records related to the expenditure of state funds, and any financial records related to the expenditure of private funds for travel, all records of a university direct-support organization and any supplemental data requested by the Board of Governors, the university board of trustees, the Auditor General, and the Office of Program Policy Analysis and Government Accountability shall be confidential and exempt from s. 119.07(1). The identity of donors who desire to remain anonymous shall be protected, and that anonymity shall be maintained in the auditor's report. Any portion of a meeting of the board of directors of the organization, or of the executive committee or other committees of such board, at which any proposal seeking research funding from the organization or a plan or program for either initiating or supporting research is discussed is exempt from s. 286.011, F.S.

Section 1004.30, F.S. – Certain records of university health services support organizations are made confidential; however, some records become public records at a specified time in the future. Any portion of a governing board or peer review panel or committee meeting during which a confidential and exempt contract, document, record, marketing plan, or trade secret is discussed is exempt from s. 286.011, as well as any records generated during the closed portion of a governing board or peer review panel or committee meeting which contain information relating to contracts, documents, records, marketing plans, or trade secrets which are made confidential and exempt by this section. A person may petition a court for release of certain documents upon

a finding of compelling public interest for release. The organization may petition a court for continued confidentiality upon a showing of good cause.

Section 1004.43(8), F.S. – Proprietary confidential business information, as defined in the subsection, of the not-for-profit corporation organized pursuant to this section for the purpose of operating the H. Lee Moffitt Cancer Center and Research Institute, and the corporation's subsidiaries, is confidential and exempt from disclosure, except that the Auditor General, Office of Program Policy Analysis and Government Accountability, and the Board of Governors must be given access and must maintain the confidentiality of the information so received.

Section 1004.43(9), F.S. – Meetings of the governing body of the not-for-profit corporation operating the H. Lee Moffitt Cancer Center and Research Institute, or its subsidiaries are exempt from open meeting requirements except that meetings at which expenditures of dollars appropriated to the corporation by the state are discussed must remain open to the public.

Section 1004.4472, F.S. – Specified materials held by the Florida Institute for Human and Machine Cognition, Inc., or its subsidiary, including certain donor information, as well as trade secrets, patentable material, proprietary information received or generated from research, and exempt information received from other states or the federal government, are confidential and exempt from disclosure requirements. Portions of meetings where confidential information is discussed are exempt from open meetings requirements.

Section 1004.45(2)(h), F.S. – Information that, if released, would identify donors who desire to remain anonymous, is confidential and exempt. Information which, if released, would identify prospective donors to the museum is confidential and exempt unless the direct-support organization has obtained the name from another source. Identities of such donors and prospective donors shall not be revealed in the auditor's report.

Section 1004.55(6), F.S. – Records that relate to the client of a regional autism center are confidential and exempt from public disclosure. Personal identifying information of a donor or prospective donor who desires to remain anonymous is also confidential.

Section 1004.70(6), F.S. – Records of a Florida College System institution direct-support organization other than the auditor's report, any information necessary for the auditor's report, any information related to the expenditure of funds, and any supplemental data requested by the board of trustees, the Auditor General, and the Office of Program Policy Analysis and Government Accountability are confidential and exempt from s. 119.07(1). The identity of donors who desire to remain anonymous shall be protected, and that anonymity shall be maintained in the auditor's report.

Section 1004.71(6), F.S. – The identity of a donor or prospective donor to a statewide Florida College System direct-support organization who desires to remain anonymous, and all information identifying such donor or prospective donor are confidential and exempt from disclosure. Such anonymity shall be maintained in the auditor's report.

Section 1004.78(2), F.S. – Materials relating to methods of manufacture or production, potential or actual trade secrets, potentially patentable material, business transactions, or proprietary information received, generated, ascertained or discovered during the course of activities conducted within a Florida College System institution are confidential and exempt from s. 119.07(1) provided that an institution shall make available, upon request, the title and description of a project, the name of the investigator and the amount and source of the funding provided for the project.

Section 1005.36(3), F.S. – Confidentiality of student records of closed nonpublic postsecondary institutions which are furnished to the Commission for Independent Education in accordance with this section shall be maintained, to the extent required by law.

Section 1005.38(6), F.S. – Investigatory records held by the Commission for Independent Education are exempt from public disclosure requirements for a period not to exceed 10 days after the panel makes a determination regarding probable cause. Those portions of meetings of the probable cause panel at which exempt records are discussed are exempt from open meetings

requirements but must be recorded. The recording of a closed portion of a meeting and the minutes and findings of such meeting are exempt from disclosure for a period not to exceed 10 days after the panel makes a determination regarding probable cause.

Section 1006.07(1)(a), F.S. – Student expulsion hearings are exempt from s. 286.011. However, the student's parent must be given notice of the Sunshine Law and may elect to have the hearing held in compliance with that section.

Section 1006.12(8), F.S. – Any information held by listed agencies that would identify whether an individual has been appointed as a safe-school officer is exempt.

Section 1006.1493(5), F.S. – In accordance with s. 119.071(3)(a), data and information related to security risk assessments administered pursuant to cited statutes and the security information contained in the annual report required pursuant to s. 1006.1493(4), are confidential and exempt.

Section 1006.52(1), F.S. – Each public postsecondary educational institution may prescribe the content and custody of records which the university may maintain on its students. A student's education records, as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and the federal regulations, and applicant records as defined by this section are confidential and exempt.

Section 1008.23(1), F.S. – All examination and assessment instruments, including developmental materials and workpapers directly related thereto, which are prepared, prescribed or administered pursuant to cited statutes, shall be confidential and exempt.

Section 1008.23(2), F.S. – All examination and assessment instruments, including developmental materials and workpapers directly related thereto, which are prepared, prescribed, or administered by a Florida College System institution, a state university, or the Department of Education shall be confidential and exempt.

Section 1008.24(4)(b), F.S. – The identity of a school or postsecondary educational institution, personal identifying information of any personnel of any school district or postsecondary educational institution, or any specific allegations of misconduct obtained or reported pursuant to an investigation conducted by the Department of Education of a testing impropriety are confidential and exempt until the conclusion of the investigation or until such time as the investigation ceases to be active.

Section 1008.39(3), F.S. – The Florida Education and Training Placement Information Program must not make public any information that could identify an individual or the individual's employer.

Section 1008.41(1)(b), F.S. – Uniform management information systems for workforce education coordinated by the Commissioner of Education pursuant to this section must provide for compliance with state and federal confidentiality requirements except that the department shall have access to certain reemployment assistance wage reports to collect and report placement data about former students. Such placement reports must not disclose the individual identities of former students.

Section 1009.98(6), F.S. – Information that identifies the purchasers or beneficiaries of a prepaid college plan and their advance payment account activities is exempt from s. 119.07(1). Information which is authorized to be released to postsecondary institutions shall be maintained as exempt from s. 119.07(1).

Section 1009.981(6), F.S. – Information that identifies the benefactors or the designated beneficiary of any account initiated pursuant to the Florida College Savings Program is confidential and exempt from public disclosure requirements. However, the board is authorized to release such information to a community college, college, or university in which a designated beneficiary may enroll or is enrolled. The receiving institution shall maintain the confidentiality of such information.

Section 1009.983(4), F.S. – The identity of donors who desire to remain anonymous

shall be confidential and exempt from disclosure, and such anonymity shall be maintained in the auditor's report of the direct-support organization of the Florida Prepaid College Program. Information received by the direct-support organization that is otherwise confidential or exempt shall retain such status and any sensitive, personal information regarding contract beneficiaries, including their identities, is exempt from disclosure.

Section 1009.987, F.S. – The personal financial and health information of a consumer (defined as a party to a participation agreement) held by the Florida Prepaid College Board, Florida ABLE Inc., or the Florida ABLE program relating to an ABLE account or participation agreement or any information that would identify a consumer is confidential and exempt. Disclosure is authorized in specified circumstances.

Section 1012.31(3), F.S. – Public school system employee personnel files are subject to the provisions of s. 119.07(1) except that any complaint and material relating to the investigation of a complaint against an employee is confidential and exempt until the conclusion of the preliminary investigation or until the preliminary investigation ceases to be active; employee evaluations are confidential until the end of the school year immediately following the school year during which the evaluation was made, but no evaluations made prior to July 1, 1983, shall be made public; payroll deduction records of the employee and medical records are confidential and exempt. However, an employee's personnel file shall be open at all times to the officials designated in the subsection.

Section 1012.56(10)(e), F.S. – For any examination developed by this state, the Department of Education and the State Board of Education shall maintain confidentiality of the examination, developmental materials, and workpapers, which are exempt from s. 119.07(1).

Section 1012.56(10)(g), F.S. – Examination instruments, including developmental materials and workpapers directly related thereto, which are prepared, prescribed, or administered pursuant to this section (educator certification) are confidential and exempt from s. 119.07(1) and from s. 1001.52. Provisions governing access to, maintenance of, and destruction of such instruments and related materials shall be prescribed by rules of the State Board of Education.

Section 1012.796(4), F.S. – The complaint against a teacher or administrator and all information obtained pursuant to the investigation by the Department of Education shall be confidential and exempt from s. 119.07(1) until the conclusion of the preliminary investigation, until such time as the preliminary investigation ceases to be active, or until such time as otherwise provided by s. 1012.798(6). However, the complaint and all material assembled during the investigation may be inspected and copied by the certificate holder or the certificate holder's designee, after the investigation is concluded, but prior to the determination of probable cause.

Section 1012.798(9), F.S. – Information obtained by the recovery network program (established within the Department of Education to assist impaired educators) from a treatment provider which relates to a person's impairment and participation in the program is confidential and exempt from disclosure.

Section 1012.798(11), F.S. – Medical records released pursuant to paragraph (8)(e) of this section relating to the impaired educators recovery network program may be disclosed only to the entities specified only as required for purposes of this section, or as otherwise authorized by law. The medical records are confidential and exempt from disclosure.

Section 1012.81, F.S. – Rules of the State Board of Education shall prescribe the content and custody of limited-access records maintained by a Florida College System institution on its employees. Such limited-access records may include only the records described in the section. Limited access records are confidential and exempt and may not be released except as authorized in the section.

Section 1012.91, F.S. – Each university board of trustees shall adopt rules prescribing the content and custody of limited-access records maintained on its employees. Such limited-access records are limited to the records described in the section. Limited access records are confidential and exempt and may not be released except as authorized in the section.

Section 1012.9931, F.S. – Any portion of a meeting of the Interstate Teacher Mobility Compact Commission or its executive committee in which specified information is discussed is exempt from open meetings requirements. Recordings, minutes, and records generated during any portion of an exempt meeting are exempt. Records relating to an investigation of a teacher received from another member state held by the Commissioner of Education or the Department of Education pursuant to the Compact are exempt from disclosure requirements until such time as the investigation ceases to be "active," as defined in the exemption, or until such time as a preliminary investigation has been concluded with a finding that there is probable cause to proceed and a complaint is filed.

Section 1013.14(1)(a), F.S. – In any case where a board, pursuant to the provisions of Ch. 1013, seeks to purchase real property for educational purposes, all appraisals, offers, or counteroffers are exempt from s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the board. If a contract or agreement for purchase is not submitted to the board for approval, then the exemption from s. 119.07(1) expires 30 days after the negotiations end.

E. SECTION 11.0431, FLORIDA STATUTES - LEGISLATIVE RECORDS; EXEMPTIONS FROM PUBLIC DISCLOSURE.

11.0431 Legislative records; intent of legislation; exemption from public disclosure.–

(1) It is the policy of the Legislature that every person has the right to inspect and copy records of the Senate and the House of Representatives received in connection with the official business of the Legislature as provided for by the constitution of this state. To that end, public records shall be open to personal inspection and copying at reasonable times except when specific public necessity justifies that public records be exempt from such inspection and copying.

(2) The following public records are exempt from inspection and copying:

(a) Records, or information contained therein, held by the legislative branch of government which, if held by an agency as defined in s. 119.011, or any other unit of government, would be confidential or exempt from the provisions of s. 119.07(1), or otherwise exempt from public disclosure, and records or information of the same type held by the Legislature.

(b) A formal complaint about a member or officer of the Legislature or about a lobbyist and the records relating to the complaint, until the complaint is dismissed, a determination as to probable cause has been made, a determination that there are sufficient grounds for review has been made and no probable cause panel is to be appointed, or the respondent has requested in writing that the President of the Senate or the Speaker of the House of Representatives make public the complaint or other records relating to the complaint, whichever occurs first.

(c) A legislatively produced draft, and a legislative request for a draft, of a bill, resolution, memorial, or legislative rule, and an amendment thereto, which is not provided to any person other than the member or members who requested the draft, an employee of the Legislature, a member of the Legislature who is a supervisor of the legislative employee, a contract employee or consultant retained by the Legislature, or an officer of the Legislature.

(d) A draft of a bill analysis or fiscal note until the bill analysis or fiscal note is provided to a person other than an employee of the Legislature, a contract employee or consultant retained by the Legislature, or an officer of the Legislature.

(e) A draft, and a request for a draft, of a reapportionment plan or redistricting plan and an amendment thereto. Any supporting documents associated with such plan or amendment until a bill implementing the plan, or the amendment, is filed.

(f) Records prepared for or used in executive sessions of the Senate until 10 years after the date on which the executive session was held.

(g) Portions of records of former legislative investigating committees whose records are sealed or confidential as of June 30, 1993, which may reveal the identity of any witness, any person who was a subject of the inquiry, or any person referred to in testimony, documents, or evidence retained in the committee's records; however, this exemption does not apply to a member of the committee, its staff, or any public official who was not a subject of the inquiry.

(h) Requests by members for an advisory opinion concerning the application of the rules of either house pertaining to ethics, unless the member requesting the opinion authorizes in writing the release of such information. All advisory opinions shall be open to inspection except that the identity of the member shall not be disclosed in the opinion unless the member requesting the opinion authorizes in writing the release of such information.

(i) Portions of correspondence held by the legislative branch which, if disclosed, would reveal: information otherwise exempt from disclosure by law; an individual's medical treatment, history, or condition; the identity or location of an individual if there is a substantial likelihood that releasing such information would jeopardize the health or safety of that

individual; or information regarding physical abuse, child abuse, spouse abuse, or abuse of the elderly.

(3) Any record created prior to July 1, 1993, which was not available to the public from the house, commission, committee, or office of the legislative branch that created the record, is exempt from inspection and copying until July 1, 1993. Prior to July 1, 1993, the presiding officer of each house shall determine which records held by that house should remain exempt from inspection and copying. The presiding officers of both houses shall jointly determine which records held by joint committees should remain exempt from inspection and copying. No later than July 1, 1993, the presiding officers shall publish a list of records that remain exempt from inspection and copying.

(4) For purposes of this section, "public record" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by the legislative branch.

(5) Nothing herein shall be construed to limit the authority of each house of the Legislature to adopt rules pursuant to s. 24, Art. I of the State Constitution.

F. TABLE OF APPELLATE CASES (GOVERNMENT- IN-THE-SUNSHINE LAW AND THE PUBLIC RECORDS ACT) NOTE: This listing includes federal cases and Florida appellate (i.e., District Court of Appeal or Supreme Court) cases cited in the Sunshine Manual; the complete text of cited Florida county court and circuit court cases is available online at the Office of the Attorney General website: myfloridalegal.com.

(s) Denotes case cited in Part I, Sunshine Law

(pr) denotes case cited in Part II, Public Records Act

Agrosource, Inc. v. Florida Department of Citrus, 148 So. 3d 138 (Fla. 2d DCA 2014) (pr)

Alice P. v. Miami Daily News, Inc., 440 So. 2d 1300 (Fla. 3d DCA1983), *review denied,* 467 So. 2d 697 (Fla. 1985) (pr)

Allen v. United Faculty of Miami-Dade College, 197 So. 3d 604 (Fla. 3d DCA 2016) (s)

Allstate Floridian Ins. Co. v. Office of Ins. Regulation, 981 So. 2d 617 (Fla. 1st DCA 2008), *review denied,* 987 So. 2d 79 (Fla. 2008) (pr)

Alterra Healthcare Corporation v. Estate of Shelley, 827 So. 2d 936 (Fla. 2002) (pr)

Althouse v. Palm Beach County Sheriff's Office, 89 So. 3d 288 (Fla. 4th DCA 2012) (pr)

Althouse v. Palm Beach County Sheriff's Office, 92 So. 3d 899 (Fla. 4th DCA 2012) (pr)

Alvarez v. Reno, 587 So. 2d 664 (Fla. 3d DCA 1991) (pr)

A*mendments to the Florida Family Law Rules of Procedure,* 723 So. 2d 208 (Fla. 1998) (s)

Anderson v. City of St. Pete Beach, 161 So. 3d 548 (Fla. 2d DCA 2014) (s)

Arbelaez v. State, 775 So. 2d 909 (Fla. 2000) (pr)

Areizaga v. Board of County Commissioners of Hillsborough County, 935 So. 2d 640 (Fla. 2d DCA 2006), *review denied,* 958 So. 2d 918 (Fla. 2007) (pr)

Askew v. City of Ocala, 348 So. 2d 308 (Fla. 1977) (s)

Atkins v. State, 663 So. 2d 624 (Fla. 1995) (pr)

Atwell v. Sacred Heart Hospital of Pensacola, 520 So. 2d 30 (Fla. 1988) (pr)

B & L Service, Inc. v. Broward County, 300 So. 3d 1205 (Fla. 4th DCA 2020) (pr)

B & S Utilities, Inc. v. Baskerville-Donovan, Inc. 988 So. 2d 17 (Fla. 1st DCA 2008), *review denied,* 4 So. 3d 1220 (Fla. 2009) (pr)

B.B. v. Department of Children and Family Services, 731 So. 2d 30 (Fla. 4th DCA 1999) (pr)

Baker v. Eckerd Corporation, 697 So. 2d 970 (Fla. 2d DCA 1997) (pr)

Baker v. Florida Department of Agriculture and Consumer Services, 937 So. 2d 1161 (Fla. 4th DCA 2006), *review denied,* 954 So. 2d 27 (Fla. 2007) (s)

Baker County Press, Inc. v. Baker County Medical Services, Inc., 870 So. 2d 189 (Fla. 1st DCA 2004) (s), (pr)

B.M.Z. Corporation v. City of Oakland Park, 415 So. 2d 735 (Fla. 4th DCA 1982) (s)

Barfield v. City of Fort Lauderdale Police Department, 639 So. 2d 1012 (Fla. 4th DCA), *review denied,* 649 So. 2d 869 (Fla. 1994) (pr)

Barfield v. City of Tallahassee, 171 So. 3d 239 (Fla. 1st DCA 2015) (pr)

Barfield v. Doe, 348 So. 3d 1156 (Fla. 4th DCA 2022) (pr)

Barfield v. School Board of Manatee County, 135 So. 3d 560 (Fla. 2d DCA 2014) (pr)

Barfield v. Town of Eatonville, 675 So. 2d 223 (Fla. 5th DCA 1996) (pr)

Barron v. Florida Freedom Newspapers, 531 So. 2d 113 (Fla. 1988) (s), (pr)

Bay County School Board v. Public Employees Relations Commission, 382 So. 2d 747 (Fla. 1st DCA 1980) (pr)

Bear v. Escambia County Board of County Commissioners, 2022 WL 602266 (N.D. Fla. March 1, 2022) (pr)

Bennett v. Clerk of Circuit Court Citrus County, 150 So. 3d 277 (Fla. 5th DCA 2014) (pr)

Bennett v. Warden, 333 So. 2d 97 (Fla. 2d DCA 1976) (s)

Bent v. State, 46 So. 3d 1047 (Fla. 4th DCA 2010) (pr)

Bevan v. Wanicka, 505 So. 2d 1116 (Fla. 2d DCA 1987) (pr)

Bigelow v. Howze, 291 So. 2d 645 (Fla. 2d DCA 1974) (s)

Bivens v. Tony, 368 So. 3d 16 (Fla. 4th DCA 2023) (pr)

Blackford v. School Board of Orange County, 375 So. 2d 578 (Fla. 5th DCA 1979) (s)

Blackshear v. State, 115 So. 3d 1093 (Fla. 1st DCA 2013) (pr)

Bland v. Jackson County, 514 So. 2d 1115 (Fla. 1st DCA 1987) (s)

Bludworth v. Palm Beach Newspapers, Inc., 476 So. 2d 775 (Fla. 4th DCA 1985), *review denied,* 488 So. 2d 67 (Fla. 1986) (pr)

Board of County Commissioners of Highlands County v. Colby, 976 So. 2d 31 (Fla. 2d DCA 2008) (pr)

Board of County Commissioners of Palm Beach County v. D.B., 784 So. 2d 585 (Fla. 4th DCA 2001) (pr)

Board of County Commissioners of Sarasota County v. Webber, 658 So. 2d 1069 (Fla. 2d DCA 1995) (s)

Board of Public Instruction of Broward County v. Doran, 224 So. 2d 693 (Fla. 1969) (s)

Board of Trustees, Jacksonville Police & Fire Pension Fund v. Lee, 189 So. 3d 120 (Fla. 2016) (pr)

Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc., 718 So. 2d 227 (Fla. 3d

DCA 1998), *review denied,* 729 So. 2d 389 (Fla. 1999) (pr)

Borreca v. Fasi, 369 F. Supp. 906 (D. Hawaii 1974) (s)

Boyles v. Mid-Florida Television Corp., 431 So. 2d 627 (Fla. 5th DCA 1983), *approved*, 467 So. 2d 282 (Fla. 1985) (pr)

Braddy v. State, 219 So. 3d 803 (Fla. 2017) (pr)

Brayshaw v. City of Tallahassee, Fla., 709 F. Supp. 2d 1244 (N.D. Fla. 2010) (pr)

Broward County v. Conner, 660 So. 2d 288 (Fla. 4th DCA 1995), *review denied,* 669 So. 2d 250 (Fla. 1996) (s)

Brown v. City of Lauderhill, 654 So. 2d 302 (Fla. 4th DCA 1995) (s)

Brown v. Denton, 152 So. 3d 8 (Fla. 1st DCA 2014) (s)

Brown v. State, 152 So. 3d 739 (Fla. 4th DCA 2014) (pr)

Browning v. Walton, 351 So. 2d 380 (Fla. 4th DCA 1977) (pr)

Bruckner v. City of Dania Beach, 823 So. 2d 167 (Fla. 4th DCA 2002) (s)

Bryan v. State, 753 So. 2d 1244 (Fla. 2000) (pr)

Buchanan v. Miami Herald Publishing Company, 206 So. 2d 465 (Fla. 3d DCA 1968), *modified*, 230 So. 2d 9 (Fla. 1969) (pr)

Bundy v. State, 455 So. 2d 330 (Fla. 1984), *cert. denied,* 106 S. Ct. 1958 (1986) (s)

Burton v. Oates, 362 So. 3d 311 (Fla. 5th DCA 2023) (s)

Butler v. City of Hallandale Beach, 68 So. 3d 278 (Fla. 4th DCA 2011) (pr)

Butterworth v. Smith, 110 S.Ct. 1376 (1990) (s), (pr)

Buxton v. City of Plant City, Florida, 871 F.2d 1037 (11th Cir. 1989) (pr)

CA Florida Holdings, LLC v. Aronberg, 360 So. 3d 1149 (Fla. 4th DCA 2023) (pr)

Campus Communications, Inc. v. Earnhardt, 821 So. 2d 388 (Fla. 5th DCA 2002), *review denied,* 848 So. 2d 1153 (Fla. 2003) (pr)

Canney v. Board of Public Instruction of Alachua County, 278 So. 2d 260 (Fla. 1973) (s), (pr)

Cannon v. City of West Palm Beach, 250 F. 3d 1299 (11th Cir. 2001) (pr)

Cantanese v. Ceros-Livingston, 599 So. 2d 1021 (Fla. 4th DCA 1992), *review denied,* 613 So. 2d 2 (Fla. 1992) (pr)

Cape Coral Medical Center, Inc. v. News-Press Publishing Company, Inc., 390 So. 2d 1216 (Fla. 2d DCA 1980) (s)

Cape Publications, Inc. v. City of Palm Bay, 473 So. 2d 222 (Fla. 5th DCA 1985) (s)

Cape Publications, Inc. v. Hitchner, 549 So. 2d 1374 (Fla. 1989), *appeal dismissed*, 110 S.Ct. 296 (1989) (pr)

Carden v. Chief of Police, 696 So. 2d 772 (Fla. 2d DCA 1996) (pr)

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Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Planning
Prepared By: Michelle Miller
Initiator: Omar DePablo
DOC ID: 16930
Legal Request Number:
Bid/Contract Number:

TITLE

Approval of Report and Recommendation of Special Magistrate for Appeal of Denial of Rezoning Petition Submitted by Casey Cane, Trustee for 6191 Lockhart Road Land Trust for Property Located on Lockhart Road and Associated Resolution (H2520)

BRIEF OVERVIEW

Hernando County Planning Department File H2520, Casey Cane, Trustee for 6191 Lockhart Road Land Trust, hereinafter Developer Parties, applied to the County to rezone for a project on May 1, 2025.

Public Hearing History

P&Z Action (August 11, 2025): The Planning and Zoning Commission voted 4-0 to recommend the Board of County Commissioners deny the petitioner's request for a rezoning from AG (Agricultural) to C-2 (Highway Commercial) in accordance with the staff report.

BOCC Action (September 2, 2025): The Board of County Commissioners voted 5-0 to adopt a resolution denying the petitioner's request for a rezoning from AG (Agricultural) to C-2 (Highway Commercial).

Appeal and Mediation

The Developer parties filed a Florida Land Use and Environmental Dispute Resolution Act (FLUEDRA) request for Mediation and Relief on October 1, 2025, challenging the Board denial of the rezoning case (Planning Department Case H2520).

On December 4, 2025, Hernando County staff and the Developer Parties mediated the dispute and agreed on a revised staff recommendation, which has been incorporated into the attached *Report and Recommendation of Special Magistrate Pursuant to Florida Statutes § 70.51* being presented for consideration by the Board.

FINANCIAL IMPACT

None. Each party shall bear its own attorneys' fees.

LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 23 of the Hernando County Code and Section 70.51, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve *the Report and Recommendation of Special Magistrate Pursuant to Florida Statutes § 70.51*, as well as adopt and authorize the Chairman's signature on the attached resolution thereby (1) resolving the legal challenge, and (2) approving rezoning File H2520 with the additional conditions as outlined in the Special Magistrate Report and Recommendation.

REVIEW PROCESS

Michelle Miller	Approved	01/06/2026 11:42 AM
Omar DePablo	Escalated	01/08/2026 5:18 PM
KayMarie Griffith	Escalated	01/09/2026 5:18 PM
Michelle Miller	Delegated	01/12/2026 8:49 AM
KayMarie Griffith	Approved	01/12/2026 3:17 PM
Erin Dohren	Approved	01/15/2026 9:39 AM
Pamela Hare	Approved	01/15/2026 11:40 AM
Melissa Tartaglia	Approved	01/15/2026 2:45 PM
Heidi Prouse	Approved	01/21/2026 9:06 AM
Toni Brady	Approved	01/21/2026 7:42 PM
Jeffrey Rogers	Approved	01/23/2026 11:06 AM
Colleen Conko	Approved	01/23/2026 11:15 AM

STAFF REPORT

HEARINGS:	Planning & Zoning Commission: Board of County Commissioners:	August 11, 2025 September 2, 2025
APPLICANT:	Casey Cane, Trustee for 6191 Lockhart Road Land Trust	
FILE NUMBER:	H-25-20	
REQUEST:	Rezoning from AG (Agricultural) to C-2 (Highway Commercial)	
GENERAL LOCATION:	West side of Lockhart Road, approximately 680 feet south of Cortez Boulevard	
PARCEL KEY NUMBER(S):	386610	

APPLICANT'S REQUEST

This rezoning is being requested to allow for the future development of commercial space and to market the property for commercial use. The intent is to serve the needs of the local community and the traveling public by providing a variety of retail, service, and related uses. The petitioner does not have specific development plans for the parcel at this time.

SITE CHARACTERISTICS

Site Size: 5.3 acres

Surrounding Zoning; Land Uses:

North:	C-1 (General Commercial); vacant
South:	AG (Agricultural); existing agricultural-residential development
East:	AG (Agricultural); vacant agricultural
West:	AG (Agricultural); existing agricultural-residential

Current Zoning: Agricultural

Future Land Use

Map Designation: Residential

ENVIRONMENTAL REVIEW

The petitioner shall comply with all permitting requirements of the Florida Fish and Wildlife Conservation Commission.

UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) does not currently provide water or wastewater service to this parcel. While water service is available, wastewater service is not. HCUD has no objection to the requested zoning change, provided the Florida Department of Health approves an appropriate Onsite Sewage Treatment and Disposal System for the project.

ENGINEERING REVIEW

The County Engineer has reviewed the petitioner's request and provided the following comments:

- A Traffic Access Analysis will be required at the time of development. Any improvements recommended in the analysis will be the responsibility of the developer.
- Driveway connections, parking spaces, and parking lot layout must comply with Hernando County standards.
- Improvements to Lockhart Road, as outlined in the I-75/SR 50 Planned Development District Area Plan (adopted by the BOCC in September 2007), will be required. The project must also meet the Planned Development District surcharge requirements outlined in Scenario #2 of the Plan.
- Lockhart Road is classified as a Collector Roadway; dedication of right-of-way may be required to accommodate future widening.

LAND USE REVIEW

The petitioner has submitted a request to rezone the property to C-2 (Highway Commercial). As this is a Euclidean zoning request, no deviations from the code or specific performance conditions may be applied. The petitioner will be required to develop the site in accordance with the permitted uses and site development standards outlined in the Hernando County Land Development Regulations.

Permitted Uses:

Permitted uses in a C-2 Highway Commercial District shall be as follows:

- Drive-in restaurants
- Automotive dealer establishments, including the principal selling of used cars
- Tire and automotive accessory establishments
- Automotive specialty establishments
- Automotive and truck rental establishments
- Automobile dealer establishments for the principal selling of new cars with service establishments including body shops
- Automobile and truck repair establishments excluding body shops
- Veterinarian and animal clinics or hospital service establishment
- Alcoholic beverage dispensation
- Publishing and printing service establishments
- Domestic rental establishments
- Crematories
- Public transportation terminals for buses and taxis only
- Light construction service establishments
- Retail plant nurseries
- Mini-warehouses
- One (1) single-family dwelling unit (minimum of six hundred (600) square feet) per commercial parcel in conjunction with the operation of a business on the premises; such single-family dwelling unit shall be an integral part of the principal business structure and located behind or above that portion of the business structure devoted to service to the public
- Boat sales and service with or without outside display
- Light farm equipment and supply establishments

- Light landscaping service establishments
- Automobile service establishments
- Any use permitted in a C-1 General Commercial District:
  - Comparison goods stores
  - Convenience goods stores with a limit of twelve (12) vehicle fueling stations
  - Personal service establishments
  - Domestic and business service establishments
  - Domestic and business repair establishments
  - Business, professional and nonprofit organization offices
  - Public offices
  - Business training schools
  - Restaurants with or without alcohol dispensation
  - Indoor commercial amusement establishments
  - Indoor motion picture theaters
  - Motels
  - Hotels
  - Automobile parking establishments
  - Gasoline service stations with a limit of twelve (12) vehicle fueling stations
  - Light building material establishments
  - Mortuaries, funeral homes
  - Antique stores
  - Alcoholic beverage dispensation package and restaurants only
  - Retail food stores
  - Veterinary clinics with air conditioned, sound-attenuated runs
  - Light marine establishments
  - Fire stations and state, county and municipal police stations
  - Light domestic rental establishments
  - Auto parts establishments
  - Dry cleaning establishments
  - One (1) single-family dwelling unit (minimum of six hundred (600) square feet) per commercial parcel in conjunction with the operation of business on the premises; such single-family dwelling unit shall be an integral part of the principal business structure and located behind or above that portion of the business structure devoted to service to the public
  - Day care centers and preschools
  - Automobile service establishments limited to four (4) service bays
  - Places of Public Assembly
  - Fraternal organizations
  - Secondhand stores
  - Retail plant nurseries with outside storage limited to plants and packaged products
  - Auto glass establishments
  - Aircraft parts establishments
  - Nursing care homes
  - Light construction service establishments

- Call Centers

Setbacks and Building Height:

- Front: 75’
- Side: 20’
- Rear: 35’
- Building Height: 60’

Parking:

The County Land Development Regulations (LDR) establish minimum off-street parking ratios based on the type of use. If the master plan is approved, the petitioner shall be required to meet the minimum parking requirements as specified in the Land Development Regulations (LDR).

Lighting:

County Land Development Regulations require lighting that enhances the visual impact of the project on the community and to specifically address lighting intensity levels and glare accordingly. Commercial buildings and projects shall be designed to provide safe, convenient and efficient lighting for pedestrians and vehicles.

Comments: If this project is approved, the petitioner should be required to provide full cutoff fixtures and retain all light on-site and prevent any light spillage onto neighboring properties.

Landscape:

The petitioner shall meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for design techniques, principles, materials and plantings for required landscaping.

Residential Protection Standards:

The subject site shall be subject to the following Residential Protection Standards, in accordance with Appendix A, Article VIII, Section 6.

- There shall be no speakers or other sound equipment located within one hundred (100) feet of any single-family residential district property line.
- There shall be no buildings containing alcoholic beverage dispensation establishments, convenience stores, or automotive and truck repair establishments located within one hundred (100) feet of any single-family residential district property line.
- No commercial activities which include customer entrances, drive-up windows, ordering boxes, or loading/unloading areas shall be allowed to operate between the hours of midnight and 7:00 a.m. within one hundred (100) feet of any single-family residential district property line.
- No building within one hundred (100) feet of any single-family residential district property line shall be more than twenty (20) feet in height.
- All loading bays and loading docks must be a minimum of one hundred (100) feet from any single-family residential district property line. Additionally, all loading bays and loading docks must be screened from view from the public right-of-way or single-family residential district property line. Screening may include landscape plantings, berms, fences or walls.

- Air conditioning and/or other operational equipment must be oriented away from single family residentially zoned property or screened to minimize noise impacts and reduce visual incompatibility to the single family residentially zoned property. Screening may include landscape plantings, berms, fences or walls.

COMPREHENSIVE PLAN REVIEW

Commercial Mapping Criteria

Mapping Criteria: The Commercial Category includes commercial corridors along U.S. 19 and S.R. 50, as well as designated commercial nodes located at intersections of arterial and/or collector roads. These areas are primarily intended for commercial development and support a wide variety of commercial uses.

Map Interpretation Guidance: Areas considered to have a Commercial Category designation, even if not shown on the Future Land Use Map, include:

- Neighborhood commercial and specialty commercial uses as described in this Plan
- Commercial uses approved as part of mixed-use developments
- Commercial areas designated within planned development districts
- Infill development within existing commercial areas
- Extensions of commercial areas from designated commercial nodes
- Pre-existing areas that are commercially developed and designated

Comments: The subject site is located within the Residential land use classification; however, it is immediately adjacent to an area designated Commercial. The expansion of existing designated commercial nodes and pre-existing commercially developed areas is consistent with the Comprehensive Plan mapping criteria.

I-75/SR-50 Planned Development District

Objective 1.05A: The I-75/SR-50 Planned Development District (I-75/SR-50 PDD) is hereby established for the purpose of implementing planning tools to maximize the potential economic value of the I-75 corridor through coordination of multiple land uses, roadway network configuration, new and upgraded public infrastructure and consistency of design. The PDD shall extend between the County's existing SR-50/I-75 interchange and where Lockhart Road crosses I-75 and from Lockhart Road to the Withlacoochee State Trail.

Strategy 1.05A(1): The I-75/SR-50 Planned Development District mapped area is characterized by a significant potential for future development of multiple land use types. The I-75/SR-50 PDD shall seek to create, to the maximum extent practical, a largely self-contained internally functional concentration of commercial, industrial, and mixed residential land uses supported by public infrastructure. The County intends to encourage and functionally integrate these land uses mainly through advance planning and

programming of infrastructure that facilitates orderly development patterns.

Strategy 1.05A(2): Developments within the I-75/SR-50 PDD shall include a master plan utilizing the Planned Development Project (PDP) process for review. The County shall consider the following guidelines and criteria in the review of a PDP and associated master plan: a. Standards for a multi-modal transportation network encompassing access, circulation and connection among and between public and private properties; b. Planning for infrastructure needs to accommodate wastewater, potable water, fire and emergency medical service, recreation and schools; c. Concentration of commercial uses, mixed uses and town-center type development along and/or easily accessed from SR-50, including park and ride opportunities for future inter-county transit; d. Opportunities that include primary industrial uses compatible with the placement of commercial or town center areas in order to enhance employment opportunities; e. Attractive, convenient and safe multi-modal connections to schools, parks and other identified community focal points; f. Attractive, convenient and safe bike and pedestrian connection to the Withlacoochee State Trail; g. Standards to create a "sense of place."

Strategy 1.05A(3): Plans for development approval shall include a frontage road network, alternative access, and easements in accordance with long-range transportation plans of the Hernando/Citrus Metropolitan Planning Organization, and other planning studies/transportation criteria for the I-75/SR-50 PDD.

Strategy 1.05A(4): The County shall coordinate with the plans of the Florida Department of Transportation for SR 50 and I-75 in order to ensure that the transportation network is closely coordinated with land uses in the PDD.

Strategy 1.05A(5): The County shall utilize the I-75/SR-50 Area Plan document dated September 4, 2007, and the I-75/SR-50 Area Circulation Plan Study dated April 2013, both hereby incorporated by reference, as a guide for the consistency of proposals for development, and the overall infrastructure needs and plans in the PDD.

Strategy 1.05A(6): The County shall identify and implement feasible funding mechanisms to accommodate public infrastructure needs for the PDD.

Comments: The subject site is located within the I-75/SR 50 Planned Development District (PDD), which encourages commercial, industrial, and mixed-use residential development. The proposed rezoning to C-2 is consistent with the goals, objectives, and development strategies of the I-75/SR 50 Planned Development District (PDD).

FINDINGS OF FACT

The proposed rezoning from AG (Agricultural) to C-2 (Highway Commercial) is appropriate based on its compatibility with surrounding land uses and its consistency with both the Commercial Category Mapping Criteria and the goals of the I-75/SR 50 Planned Development District (PDD).

NOTICE OF APPLICANT RESPONSIBILITY

The rezoning process is a land use determination and does not constitute a permit for either construction on, or use of, the property, or a Certificate of Concurrency. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.

The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.

STAFF RECOMMENDATION

It is recommended that the Planning and Zoning Commission recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a Rezoning from AG (Agricultural) to C-2 (Highway Commercial) in accordance with the staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On August 11, 2025, the Planning and Zoning Commission voted 4-0 to recommend the Board of County Commissioners deny the petitioner's request for a rezoning from AG (Agricultural) to C-2 (Highway Commercial) in accordance with the staff report.

BOARD OF COUNTY COMMISSIONERS ACTION

On September 2, 2025, the Board of County Commissioners voted 5-0 to adopt a resolution denying the petitioner's request for a rezoning from AG (Agricultural) to C-2 (Highway Commercial).

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT
SPECIAL MAGISTRATE HEARING
REQUEST FOR RELIEF APPLICATION H-25-20

Casey Cane/
The Bauen Group, Inc.,

Petitioners,

v.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Respondent.
_____/

Application H-25-20
6191 Lockhart Road
Brooksville, FL 34602

REPORT AND RECOMMENDATION OF SPECIAL MAGISTRATE PURSUANT TO FLORIDA STATUTES § 70.51

BACKGROUND SUMMARY

The Parties met in one mediation session on December 4, 2025, to explore possible solutions to the contested issues arising at the Public Hearing held by Hernando County Board of County Commissioners ("Board") on September 2, 2025, denying the rezoning request. In accordance with § 70.51 Florida Statutes, the mediation session was attended by other interested members of the public.

At the conclusion of the December 4, 2025 mediation, the Parties were able to identify a revised project that satisfactorily address the issues raised at the September 2, 2025 hearing (the "Revised Project"). The Revised Project details are listed below, and included in the attached plans.

REVISED PROJECT

A PDP (NC) Planned Development Project (Neighborhood Commercial) with specific C-1 uses and deviations with corresponding performance standards as provided for in Exhibit "A" incorporated hereto. The master plan referenced in paragraph 14 of Exhibit "A" is attached as Exhibit "B" and incorporated herein.

CONCLUSION

Pursuant to Section 70.51, Florida Statutes, the first responsibility of the Special Magistrate is to facilitate the resolution of matters in disagreement. To that end, the mediation sessions were informal in nature and directed towards both full and complete discussion of the issues and identification of acceptable terms and solutions to all those interested and appearing. The Revised Project appear to address the prior concerns raised by the Board, and further addresses any legitimate concerns that have been raised by either Party and members of the public who participated in the Section 70.51 process. Therefore, it is the recommendation of the Special Magistrate that the Board favorably consider the Revised Project.

Scott I. Steady
Florida Bar No. 614173
Special Magistrate
Dated: April 23, 2025

REVISED STAFF RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Mediated Settlement Agreement that approves a Rezoning from AG (Agricultural) to PDP(NC) Planned Development Project (Neighborhood Commercial) with specific C-1 uses and deviations with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.

2. The petitioner shall be limited to the following C-1 (General Commercial) uses:
   - Comparison goods stores
   - Convenience goods stores with a limit of twelve (12) vehicle fueling stations
   - Domestic and business service establishments
   - Domestic and business repair establishments
   - Business training schools
   - Restaurants with or without alcohol dispensation
   - Light building material establishments
   - Retail food stores
   - Fire stations and state, county and municipal police stations
   - Places of Public Assembly
   - Fraternal organizations
   - Light construction service establishments
   - ~~Automotive~~ * Automobile parking establishments yhm

3. **Building Setbacks:**

Front:	75'
Side:	20'
Rear:	35'

4. **Buffers:**

West:	25'
South:	25'

   All vegetated buffers shall be supplemented to 80% opacity within 18 months of planting.

5. **Floor Area Ratio:** 35%

6. **Maximum Building Height:** 35' (Deviation from 20' within Residential Protection Area)

7. A Traffic Access Analysis will be required at the time of development. Any improvements recommended in the analysis will be the responsibility of the developer.

8. Driveway connections, parking spaces, and parking lot layout must comply with Hernando County standards.

9. Improvements to Lockhart Road, as outlined in the I-75/SR 50 Planned Development District Area Plan (adopted by the BOCC in September 2007), will be required. The project must also meet the Planned Development District surcharge requirements outlined in Scenario #2 of the Plan.

10. Lockhart Road is classified as a Collector Roadway; dedication of right-of-way may be required to accommodate future widening.

11. The petitioner shall be required to coordinate with the County Engineer at the time of site development to determine specific ingress and egress locations to the site.

12. The petitioner shall be required to provide full cutoff fixtures and retain all light on-site and prevent any light spillage onto neighboring properties.

13. The subject site shall be subject to the following Residential Protection Standards:
    - There shall be no speakers or other sound equipment located within 100 feet of any single-family residential district property line.
    - There shall be no buildings containing alcoholic beverage dispensation establishments, convenience stores, or automotive and truck repair establishments located within 100 feet of any single-family residential district property line.
    - No commercial activities which include customer entrances, drive-up windows, ordering boxes, or loading/unloading areas shall be allowed to operate between the hours of 12 midnight and 7:00 a.m. within 100 feet of any single-family residential district property line.
    - All loading bays and loading docks must be a minimum of 100' from any single-family residential district property line. Additionally, all loading bays and loading docks must be screened from view from the public right-of-way or single-family residential district property line. Screening may include landscape plantings, berms, fences or walls.
    - Air conditioning and/or other operational equipment must be oriented away from single family residentially zoned property or screened to minimize noise impacts and reduce visual incompatibility to the single family residentially zoned property. Screening may include landscape plantings, berms, fences or walls.

14. The petitioner shall be required to provide a master plan in accordance with the above conditions for inclusion as an appendix to the Mediated Settlement Agreement for presentation to the Board of County Commissioners at one of the January 2026 meetings.

Scott Steady, Special Magistrate

DEVELOPMENT SERVICES DIRECTOR

THE BAUEN GROUP; CASEY CANE, Trustee of 6191 LOCKHART TRUST

NOTES:

Building setbacks shall be 75 feet to the east or front at Lockhart Rd, 25 feet to the North and South and 35 feet to the West with buffers at the West and South boundaries of 25 feet, with all vegetative buffers being supplemented to 80% opacity within 18 months development and or of planting.

The property shall be rezoned from agricultural to PDP neighborhood commercial C3 with specific C1 uses and deviations

C1 Uses include:

- Comparison goods stores
- Convenience good stores with a limit of 12 vehicle fueling stations
- Domestic and business service establishments
- Domestic and business repair establishments
- Business training schools
- Automobile parking establishments
- Restaurants with or without alcohol dispensation
- Light building material establishments
- Retail food stores
- Fire stations and state county facilities or municipal police stations
- Places of public assembly
- Fraternal organizations
- Light construction service establishments
- All C3 uses in effect as of the date of rezoning

*This master plan is conceptual and subject to change during the development of construction documents. The building footprint, traffic circulation, egress points, parking layout, and landscaping illustrated herein are preliminary and should not be considered final or binding

*Development shall be subject to residential protection standards as outlined within the agreed to mediated settlement agreement 12/4/25

6191 LOCKHART RD | MASTER PLAN

Brooksville, FL 34602

12/4/2025

EXHIBIT "B"

DEPART MENT OF DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION

1653 BLAISE DR BROOKSVILLE, FLORIDA 34 601
P 352.754.4057 www.HernandoCounty.us

Notice of FLUEDRA Proceeding

Please be advised that the following petitioner has submitted a FLUEDRA Request for Mediation and Relief under § 70.51, Florida Statutes:

APPLICANT/: OWNER	Casey Cane, Trustee for 6191 Lockhart Road Land Trust
FILE NUMBER:	H-25-20
REQUEST:	Rezoning from AG (Agricultural) to C-2 (Highway Commercial)
GENERAL LOCATION:	West side of Lockhart Road, approximately 680 feet south of Cortez Boulevard
PARCEL KEY NUMBER(S):	386610

The request and final staff report are attached for reference.

Pursuant to § 70.51(5), Fla. Stat., the County must serve – by U.S. mail or by hand delivery – a copy of the request to: (a) owners of real property contiguous to the subject property at the address on the latest county tax roll; (b) any substantially affected party who submitted oral or written testimony, sworn or unsworn, of a substantive nature which stated with particularity objections to or support for any development order at issue or enforcement action at issue. Notice under this paragraph is required only if that party indicated a desire to receive notice of any subsequent special magistrate proceedings occurring on the development order or enforcement action. Each governmental entity must maintain in its files relating to particular development orders a mailing list of persons who have presented oral or written testimony and who have requested notice.

If you have received this notice in accordance with the preceding paragraph, and you wish to participate in the FLEUDRA proceeding, you may request to participate in the proceeding by October 22, 2025, by contacting the County Attorney's Office at CAO@co.hernando.fl.us or (352) 754-4122. Be advised that you may be permitted to participate in the proceeding but shall not be granted party or intervenor status. Your participation is limited to addressing issues raised regarding alternatives, variances, and other types of adjustment to the development order or enforcement action which may impact your substantial interests, including denial of the development order or application of an enforcement action.

If you have any questions or need any additional information, please contact me at MLMiller@hernandocounty.us or at (352) 754-4057.

Sincerely,

Michelle Miller, M.S.
Senior Planner

cc: Casey Cane, CGC, The Bauen Group, LLC
Jeffrey Rogers, County Administrator
Melissa A. Tartaglia, Esq., Asst. County Atty.

The Bauen Group, Inc.
Real Estate | Development | Construction Management | Consulting

33920 U.S. Hwy 19 N Suite 211, Palm Harbor, FL 34684 | Office: (727) 789-2900 | www.bauenusa.com
CGC# 1518803

October 1, 2025

Hernando County Board of County Commissioners
20 N Main St #260
Brooksville, FL 34601

Re: FLUEDRA Request for Mediation and Relief – Denial of Rezoning Application for 6191 Lockhart Rd, Brooksville, FL

Dear Members of the Hernando County Board of County Commissioners:

I write pursuant to the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA"), § 70.51, Florida Statutes, to formally demand mediation and relief regarding the Board's denial on September 2, 2025, of my application to rezone the property located at 6191 Lockhart Rd, Brooksville, FL, from Agricultural/Residential to Commercial C2.

This property is situated within the Strategic I-75 SR 50 Comprehensive Plan corridor. The Hernando County Planning and Zoning Department staff reviewed and supported my rezoning request, confirming it aligns with established County land use policies and planning objectives. Despite this, the Board denied the request without providing a final denial letter, which I have not received to date, thereby depriving me of a fair opportunity to respond or appeal.

Supporting Arguments for Immediate Relief under FLUEDRA

Pursuant to FLUEDRA, I hereby assert that the Board's denial of my rezoning application for 6191 Lockhart Rd is unjustified, legally flawed, and constitutes an arbitrary and capricious action that unlawfully infringes upon my property rights. This denial demands immediate review and relief based on the following indisputable elements:

- **Unreasonable and Unjustified Burden on Property Use**
  The denial imposes an excessive and unreasonable burden on my lawful property use. The Planning and Zoning Department's professional staff—experts charged with land use evaluation—recommended approval after thorough analysis confirming consistency with the County's Comprehensive Plan. Ignoring this fact-based recommendation without substantiated grounds is a manifest abuse of discretion.

- **Clear Consistency with Comprehensive Plan and Land Use Regulations**
  My rezoning request fully complies with Hernando County's Comprehensive Plan and zoning policies, particularly within the designated Strategic I-75 SR 50 corridor. The Board's rejection contradicts clear county planning directives that anticipate and support such zoning adjustments to promote appropriate development.

- **Procedural and Due Process Deficiencies**
  The Board's failure to issue and deliver a final denial letter violates my fundamental due process rights and statutory procedural requirements, obstructing my ability to timely exercise available administrative remedies, including appeal. This procedural omission invalidates the Board's denial and warrants corrective action.

- **Mandatory Pursuit of Alternative Dispute Resolution**
  FLUEDRA expressly promotes mediation to avoid costly and protracted litigation. I am ready and willing to engage promptly in this mediation process with a qualified special magistrate to scrutinize the Board's flawed denial. This alternative provides the most

efficient and equitable mechanism for resolution respecting both public interests and property rights.

Based on these clear legal and factual grounds, I demand the Hernando County Board of County Commissioners promptly agree to initiate FLUEDRA mediation and jointly select a qualified mediator to serve as special magistrate. I also request that any applicable judicial deadlines be tolled throughout this mediation period.

Attached to this correspondence you will find the letter of support from the Planning and Zoning department, whereas all staff members performed a throughout review of the request to rezone this property under the C2 designation and found that it was “Consistent” and “recommended” approval. In addition, please find the aforementioned application associated with this request.

Please provide confirmation of receipt of this FLUEDRA request and your agreement to proceed with mediation within 10 calendar days of this letter. Failure to cooperate will compel me to pursue all available remedies to protect my property rights and secure just relief.

Thank you for your attention to this matter.

Sincerely,





Casey Cane, CGC
President and License Holder
The Bauen Group, Inc.
CGC#1518803
33920 US Hwy 19 N Ste 211.
Palm Harbor, FL 34684
(727) 789-2900
www.bauenusa.com

COUNTY ATTORNEY'S OFFICE

20 NORTH MAIN STREET ◆ SUITE 462 ◆ BROOKSVILLE, FLORIDA 34601
P 352.754.4122 ◆ F 352.754.4001 ◆ W www.HernandoCounty.us

October 16, 2025

Mr. Casey Cane
The Bauen Group, LLC
33920 U.S. Hwy. 19 N, Suite 211
Palm Harbor, FL 34684

Scott Steady, Esq.
Burr Forman, LLC
One Tampa City Center, Suite 3200
Tampa, FL 33602

Re: Response to FLEUDRA request for mediation and relief
6191 Lockhart Road Land Trust UTD 2/12/19 – Application H-25-20

Dear Messrs. Cane and Steady:

Pursuant to § 70.51(16), Fla. Stat., this letter serves as the Hernando County Board of County Commissioner's ("the Board") response to the FLEUDRA request for mediation and relief submitted by The Bauen Group, LLC ("Bauen"), regarding denial of Bauen's application H-25-20 to rezone the parcel identified as 6191 Lockhart Rd., Brooksville, FL 34602 ("the Parcel").

I. FACTUAL BACKGROUND OF H-25-20.

1. According to the Hernando County Property Appraiser, the Parcel is owned by 6191 Lockhart Road Land Trust UTD 2/12/19 ("the owner").[1] A single-family home is currently situated on the Parcel. The Parcel is 5.3 acres, currently zoned agricultural (AG)[2], and is located on the west side of Lockhart Rd., approximately 680 feet south of Cortez Blvd. The 680 feet between the northern boundary of the Parcel and Cortez Blvd. is comprised of a single C-1 zoned property[3]; it is the only commercial property near the Parcel on the west side of Lockhart. AG properties abut the western and southern boundaries of the Parcel; nearby are more AG

[1] The Parcel's previous owner, Casey Cane, transferred the Parcel to the 6191 Lockhart Road Land Trust on Feb. 12, 2019, by Warranty Deed. Casey Cane is the Trustee for the land trust.

[2] Permitted uses for property zoned AG are found in Appx. A, Art. IV, Sec. 6 of the Hernando County Code.

[3] Permitted uses for C-1 (general commercial district) and C-2 (highway commercial) zoned properties are found in Appx. A, Art. IV, Sec. 3 of the Hernando County Code.

properties as well as R-1C[4] and PDP (MH)[5] properties. An as yet undeveloped industrial parcel owned by Withlacoochee River Electric Co. sits on the east side of Lockhart directly across from the Parcel.

2. In or about April 2025, Casey Cane, as Trustee for the owner ("the Applicant"), submitted application H-25-20 to the Hernando County Planning and Zoning Department ("P&Z Dept.") requesting rezoning of the Parcel from Res/AG to C-2 Highway Commercial.[6],[7]

3. Upon review of H-25-20, the P&Z Dept staff issued a report ("staff report") finding:

> *The proposed rezoning from AG (Agricultural) to C-2 (Highway Commercial) is appropriate based on its compatibility with surrounding land uses and its consistency with both the Commercial Category Mapping Criteria and the goals of the I-75/SR 50 Planned Development District (PDD).*

4. THE P&Z COMMISSION HEARING.

The Planning & Zoning Commission ("the Commission") considered H-25-20 at its August 11, 2025 hearing. At that hearing, the Applicant testified that the Parcel was currently under contract for sale, and that the future user of the Parcel had "ideas about" the Parcel's future use, but there was no defined site plan or architectural plan to provide to the Commission. The Commission voted to recommend denial of the application to the Board.[8]

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[4] Permitted uses for the R-1C (residential) zoned properties are found in Appx. A, Art. IV, Sec. 2 of the Hernando County Code.

[5] Planned Development district for mobile home use.

[6] H-25-20 states throughout the Parcel is zoned Res/AG, but it is, in fact, zoned AG.

[7] H-25-20 lists The Bauen Group Inc. as the representative. Casey Cane is the president of The Bauen Group Inc.

[8] The Commission's hearing on the application is found at:
https://hernandocountyfl.granicus.com/player/clip/1954?view_id=1&meta_id=175118&redirect=true
The hearing is incorporated by reference herein.

5. THE BOARD HEARING.

a. At the September 2, 2025, Board hearing,[9] the Board expressed concern about "commercial creep" into agricultural and R1C areas which would set a dangerous precedent.

b. The Board noted that the Parcel, under its current zoning as AG, was an appropriate transition from commercial to residential; and that it was already functioning as its future land use under the Comprehensive Plan ("the Plan").

c. At the hearing, the Applicant, now the end user of the Property,[10] speculated that the area will eventually be *heavy commercial* and would be "creeping down into that residential neighborhood." He based his speculation on the Board's approval of an industrial district on the *east* side of Lockart three years prior, and he predicted that Withlacoochee River Electric would build a power plant on that parcel. The Applicant said that there was likely going to be "lots of semi-tractor trailers coming in through there," and that there were plans to widen Lockhart at some point in the future. He asserted that in the future the surrounding properties will likely be developed into PDPs with HOA restrictions. He therefore concluded that the most appropriate use of the Parcel would be as a storage facility for cars, boats and mini-storage.

d. The Board had already set a precedent by turning down PDP housing developments on the west side of Lockhart in order to preserve the rural character of the area. Allowing C2 would clearly veer from that precedent.

e. The Board noted that the adjacent and surrounding properties are currently AG and R1C, thus there would be no current benefit to the surrounding properties in having a storage facility on the Parcel. Moreover, there were other properties along Cortez more suitable for storage facilities.

f. There being no compelling reason to change the zoning to C2 to add more storage facilities, and given the precedent of retaining the agricultural character of the area, which aligns with the Plan's future land use strategy, the Board unanimously denied H-25-20.

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[9] The Board's hearing on the application is found at:
https://hernandocountyfl.granicus.com/player/clip/1960?view_id=1&meta_id=178860&redirect=true
The hearing is incorporated by reference herein.

[10] According to the Applicant, the sale contract fell through due to the Commission's recommendation to deny H-25-20.

6. RESOLUTION 25-147.

a. The Applicant was present at the hearing when the Board rendered its decision on H-25-20. In other words, he had *actual* notice of the Board's action. The Applicant applied for relief from the action in accordance with § 70.51(3), Fla. Stat., which reads:

> Any owner who believes that a development order, either separately or in conjunction with other development orders, or an enforcement action of a governmental entity, is unreasonable or unfairly burdens the use of the owner's real property, may apply within 30 days after receipt of the order *or notice* of the governmental action for relief under this section.

(*Emphasis* added.)

b. As a result of the hearing, the Board's Chairman signed Resolution 25-147, denying H-25-20. The Resolution is a public record and is available online to everyone, including the Applicant, by going at https://hernandocountyfl.legistar.com. Furthermore, anyone may obtain a copy of the Resolution by making a public records request.

c. Nothing in the Applicant's request for FLEUDRA proceedings shows that the Applicant made a public records request for the Resolution, or that such request was denied.

II. APPLICABLE LAWS AND ARGUMENT.

1. DENIAL OF REZONING APPLICATION:

a. The P&Z staff's finding does not bind the Board to approve the application. See *Broward County v. Capeletti Bros.*, 375 So.2d 313 (Fla. 4th DCA 1979) ("Although the zoning board and division of planning had both recommended approval of the petition, the commission was not required to follow the recommendations of those advisory bodies.")

b. Simply showing that a proposed rezoning is compatible does not entitle the Applicant to approval. In *Board of County Commissioners of Brevard County v. Snyder*, 627 So.2d 469, 475 (Fla. 1993), the Florida Supreme Court said:

> [W]e cannot accept the proposition that once the landowner demonstrates that the proposed use is consistent with the comprehensive plan, he is presumptively entitled to this use unless

> the opposing governmental agency proves by clear and convincing evidence that specifically stated public necessity requires a more restricted use. We do not believe that a property owner is necessarily entitled to relief by proving consistency when the board action is also consistent with the plan.

c. Moreover, the Board is not required to immediately allow the maximum intensity of the future land use. In *Snyder*, the Florida Supreme Court said that a "comprehensive plan is intended to provide for the future use of land, which contemplates a gradual and ordered growth." *Id*.

> [A] comprehensive plan only establishes a long-range maximum limit on the possible intensity of land use; a plan does not simultaneously establish an immediate minimum limit on the possible intensity of land use. The present use of land may, by zoning ordinance, continue to be more limited than the future use contemplated by the comprehensive plan.

Id., approving *City of Jacksonville Beach v Grubbs*, 461 So.2d 160, 163 (Fla. 1st DCA 1984), quoting *Marracci v. City of Scappoose*, 552 P.2d 552, 553 (Or.Ct.App.1976).

d. The Board had already established a precedent for maintaining the AG and R1C character of the land on the west side of Lockhart Rd. Moreover, the Board showed that the Parcel, zoned AG, was already serving as its future land use and that there would be no current benefit to the surrounding area by allowing rezoning of the Parcel to C2 so that a storage facility could be built on it.

e. Florida law encourages local governments to "establish a long-term incentive-based strategy to balance and guide the allocation of land so as to accommodate future land uses in a manner that protects the natural environment, stimulate economic growth and diversification, and encourage the retention of land for agriculture and other traditional rural land uses." See § 163.3248(1), Fla. Stat.

f. The Plan's Future Land Use chapter respects the foregoing statute. For example, section 1.04E of the Plan, titled Agriculture Lands Retention Strategies, reads: "Agricultural pursuits are recognized as an important part of the economy and culture of Hernando County. The retention of agriculture will be pursued through multiple strategies in order to support traditional agriculture and changes in agricultural trends."

2. DUE PROCESS CLAIM.

a. Florida law requires the Board to make its decisions available to the public in a timely manner. No law or ordinance required the Board to "deliver" the Resolution to the Applicant. Additionally, as stated above, the Applicant had actual notice of the Board's decision, and the written decision (i.e., the Resolution) was available online and by public records request in a timely manner.

b. The Applicant, having *actual* notice of the Board's action, timely submitted his FLEUDRA proceedings request pursuant to § 70.51(3), Fla. Stat.

c. The Applicant was not deprived of access to the Resolution. Nothing in the FLEUDRA request shows that he made a specific request for the Resolution, that the County received his request, and that the County improperly refused to produce the Resolution. See *O'Boyle v. Town of Gulf Stream*, 257 So.3d 1036, 1040 (Fla. 4th DCA 2018), quoting *Grapski v. City of Alachua*, 31 So.3d 193, 196 (Fla. 1st DCA 2010) ("To set forth a cause of action under the [state's Public Records Act], a party must 'prove they made a specific request for public records, the [local government] received it, the requested public records exist, and the [County] improperly refused to produce [the public records] in a timely manner.'")

d. Therefore, the Applicant was not deprived of his opportunity to respond to or appeal the denial, and his allegation that he was deprived of due process is without merit.

III. PUBLIC PURPOSE.

By aligning with the statute and the section 1.04E of the Plan, the Board's action satisfies a legitimate public purpose in that it retains the agricultural character of the properties surrounding the Parcel.

V. CONCLUSION.

The Board's action should be upheld because the Board met its burden of showing that the action satisfies the legitimate public purpose of maintaining the agricultural character of the properties surrounding the Parcel.

Respectfully submitted,

Melissa Tartaglia

Melissa A. Tartaglia, Esq.

cc: Jeffrey Rogers, County Administrator

H-25-20

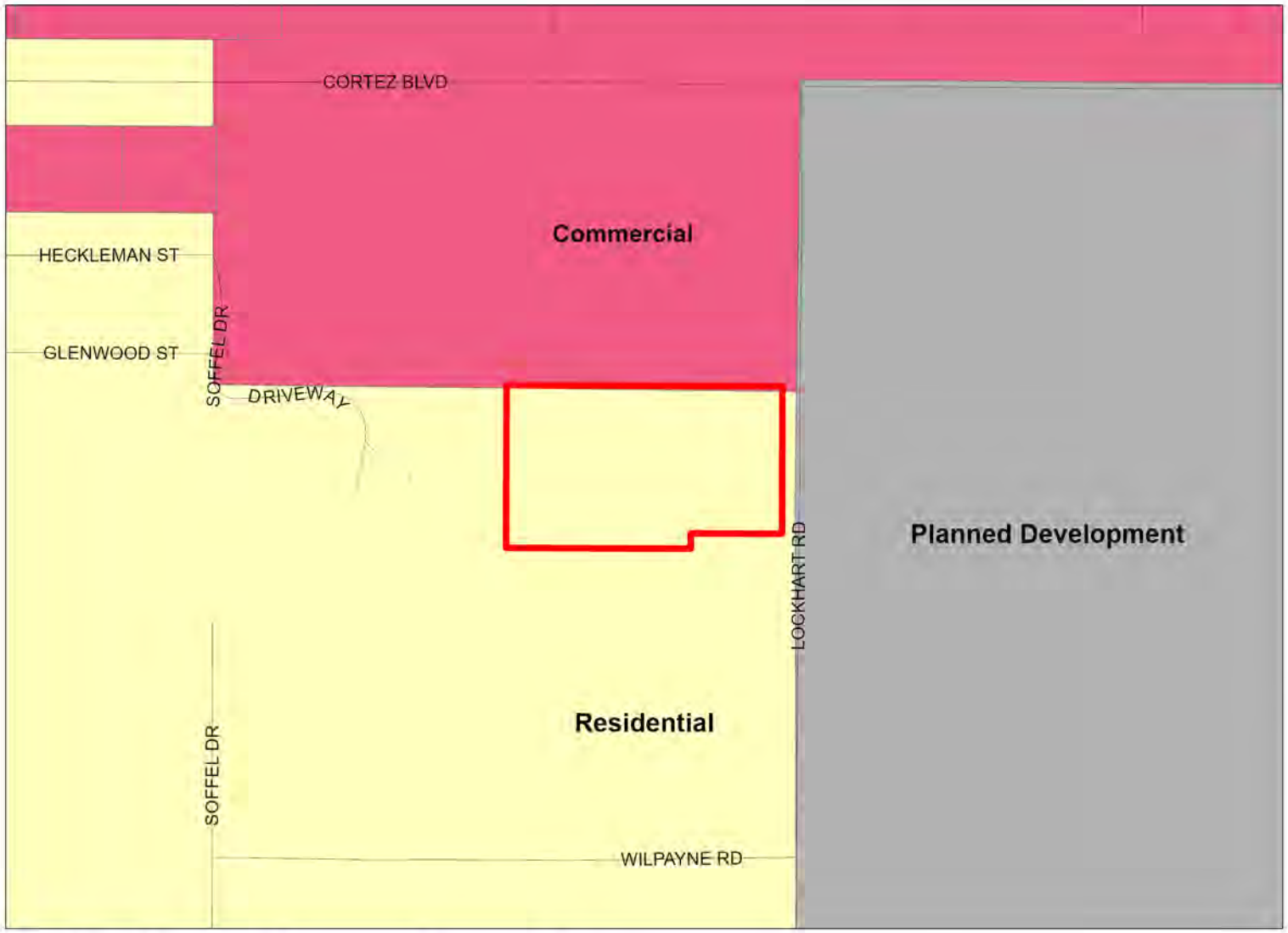
Photo date: 2023

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



Hernando County Comprehensive Plan Map

Existing Future Land Use: H-25-20
Version Date: 12/09/2022



H-25-20
FLU Riverine District
Regional Commercial

FLU

- CITY
- COMMERCIAL
- CONSERVATION
- EDUCATION
- INDUSTRIAL
- MINING
- PLANNED DEVELOPMENT
- PUBLIC FACILITIES
- RECREATION
- RESIDENTIAL
- RURAL

Future Land Use Map

PLEASE REFER TO THE TEXT PORTION OF THE COMPREHENSIVE PLAN IN CONJUNCTION WITH THE USE OF THE FUTURE LAND USE MAP SERIES.

NOTE: THE RIVERINE DISTRICT IS SHOWN AS A LINE SETBACK PARALLEL TO THE WEEKI WACHEE, MUD AND WITHLACOOCHEE RIVERS.

Date of mapping: 06/04/2025

HERNANDO COUNTY
CENTRAL GIS

H-25-20 AREA MAP

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



1413

H-25-20

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



HERNANDO COUNTY
CENTRAL GIS

Zoning:

AC	PDP(HC)
AG	PDP(HHC)
AR	PDP(HID)
AR1	PDP(IND)
AR2	PDP(LI)
C1	PDP(MF)
C2	PDP(MH)
C3	PDP(NC)
C4	PDP(OP)
CITY	PDP(PSF)
CM1	PDP(REC)
CM2	PDP(RR)
CPDP	PDP(RUR)
CV	PDP(SF)
I1	PDP(SU)
I2	R1A
M	R1B
OP	R1C
PDP(AF)	R1MH
PDP(CM)	R2
PDP(CP)	R2.5
PDP(GC)	R3
PDP(GHC)	RC
	RM

City Zoning Pending



Hernando County Planning Department
Project date: 06/04/25

0 0.03 0.05 0.1 0.15 0.2 Miles

RESOLUTION NO. 2026 - _____

WHEREAS, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as provided in the Report and Recommendation of the Special Master dated December 4, 2025, between Casey Cane, Trustee for 6191 Lockhart Road Land Trust and Hernando County, and as more fully described below;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

APPLICANT: Casey Cane, Trustee for 6191 Lockhart Road Land Trust

FILE NUMBER: H-25-20

REQUEST: Rezoning from AG (Agricultural) to PDP(NC) Planned Development Project (Neighborhood Commercial) with Specific C-1 uses

GENERAL LOCATION: West side of Lockhart Road, approximately 680 feet south of Cortez Boulevard

PARCEL KEY NUMBER(S): 386610

REQUEST: Rezoning from AG (Agricultural) to PDP(NC) Planned Development Project (Neighborhood Commercial) with Specific C-1 uses as enumerated in the attached Report and Recommendation of the Special Magistrate; and approval of the Report and Recommendation of the Special Master. The Report and Recommendation of the Special Master is incorporated herein by reference and made a part hereof. The representations contained in the rezoning application, the Report and Recommendation of the Special Master is incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's Action. The BOCC finds that the testimony and record supporting APPROVAL of the Request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

1. The Request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

CONCLUSIONS OF LAW: The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*. Accordingly, after public hearing and testimony, being fully advised in the

record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The Request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

ACTION: After notice and public hearing, based upon the record in this matter and ALL of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the Rezoning from AG (Agricultural) to PDP(NC) Planned Development Project (Neighborhood Commercial) with Specific C-1 uses as enumerated in the attached Report and Recommendation of the Special Magistrate which is incorporated herein by reference and made a part hereof, and APPROVES the said Report and Recommendation of the Special Master. Any requests, uses, variances or exceptions that were requested in connection with this rezoning application but not specifically approved herein are hereby deemed DENIED.

ADOPTED IN REGULAR SESSION THE ___ DAY OF _____ 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Melissa Tartaglia
_____
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: County Attorney
Prepared By: Pam Hare
Initiator: Jon Jouben
DOC ID: 16935
Legal Request Number: 25-195
Bid/Contract Number:

TITLE
Appointment of Christina Botto as Member to Hernando County Delegation on Government Efficiency a/k/a DOGE

BRIEF OVERVIEW
On April 22, 2025, the Board of County Commissioners enacted Policy 45-01 creating the Hernando County Delegation on Government Efficiency (DOGE). Pursuant to that policy, members are selected by random drawing to ensure no bias of any kind could potentially be involved.

DOGE member Melissa Flanagan tendered her resignation on December 17, 2025. Volunteers for a replacement were solicited via a news release and the County's website with a deadline to apply of January 2, 2026.

Four applications were submitted. The County Attorney's Office conducted a lottery to fill the vacancy by drawing from a basket that contained each applicant's name written on individually folded slips of paper. The randomly selected name is hereby presented for appointment.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes and Board Policy 45-01.

RECOMMENDATION
It is recommended that the Board appoint volunteer Christina Botto to the Hernando County Delegation on Government Efficiency.

REVIEW PROCESS

Pamela Hare	Approved	01/06/2026 2:25 PM
Jon Jouben	Escalated	01/13/2026 5:18 PM
Pamela Hare	Approved	01/14/2026 9:46 AM
Jon Jouben	Approved	01/16/2026 10:40 AM
Heidi Prouse	Approved	01/20/2026 11:43 AM
Toni Brady	Approved	01/21/2026 7:43 PM
Jeffrey Rogers	Approved	01/22/2026 7:18 AM
Colleen Conko	Approved	01/22/2026 8:22 AM

DELEGATION ON GOVERNMENT EFFICIENCY (DOGE)

POLICY NO. 45-01

PURPOSE:

The Hernando County Board of County Commissioners (BOCC) wishes to further promote efficient use of taxpayer funds, and transparency in County government operations. The BOCC desires to create the Hernando County Delegation on Government Efficiency (DOGE) as an advisory body to conduct such review and make recommendations to the BOCC.

ESTABLISHMENT & PURPOSE:

The Hernando County Delegation on Government Efficiency (DOGE) is hereby established as an advisory committee under the authority of the BOCC.

DOGE's purpose is to conduct reviews of County government operations, financial policies, and regulations for the purpose of identifying cost-saving measures, improving taxpayer value, and streamlining bureaucracy. The Hernando County Strategic Plan will be taken into consideration by DOGE as it will provide important community feedback.

MEMBERSHIP & SELECTION:

Composition:

DOGE shall consist of nine (9) members who serve on a voluntary basis.

Application & Lottery:

The County shall publicly advertise and accept written applications from interested citizens by a reasonable stated deadline. Members shall be selected through a random and authentic lottery. DOGE shall meet as often as necessary to fulfill its advisory function.

ADMINISTRATIVE SUPPORT:

The BOCC, through County Administration, shall provide DOGE with relevant County records, documents, and financial statements upon request, in a timely manner, to facilitate its reviews

DUTIES & REPORTING:

General Duties:

Review County operations and expenditures to recommend efficiency improvements and cost-saving opportunities. Examine ordinances, regulations, and procedures to suggest eliminations or updates to redundant or outdated requirements.

Reporting:

DOGE shall report to the BOCC at least every two (2) months during a properly noticed public meeting, summarizing findings, recommendations, and progress.

TERM:

This Policy shall become effective immediately upon its adoption by the Hernando County Board of County Commissioners and shall remain in force unless amended or rescinded by subsequent Board action.

Proposed: April 22, 2025

Pamela Hare

Subject: FW: FW: Follow-Up on DOGE Presentation and Impact Fee Review

From: Melissa Flanagan <flhomeswithmel@gmail.com>
Sent: Wednesday, December 17, 2025 11:40 AM
To: Jessica L Wright <JLWright@co.hernando.fl.us>
Subject: Re: FW: Follow-Up on DOGE Presentation and Impact Fee Review

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica,

I hope this message finds you well. After careful consideration, I am writing to formally resign from my position on the Hernando County DOGE Committee, effective immediately.

Due to increasing demands in my personal life and business commitments, I am unable to dedicate the time and attention this role deserves at this time. This was not an easy decision, as I value the work of the committee and the opportunity to serve our community.

I am grateful for the experience and for the collaboration with fellow committee members, and I appreciate the work being done to support efficiency and accountability within the county. I wish the committee continued success moving forward.

Thank you for your understanding.

Sincerely,
Melissa Flanagan
352-515-8340

Catherine Jones	Matthew Impemba
Louis Johns	Christina Botto

dotloop signature verification: dtlp.us/NSjY-1mwC-Sjte

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Hernando County DOGE

Check one: ☐ **Full Member Position**
☐ **Alternate Member Position**

Name Christina Louise Botto
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 3239 Rocky Avenue

City Spring Hill **Zip** 34609

Telephone 609-435-0009 **(home)** _____ **(business)**

E-mail address Christina@bottosellsfl.com

Are you a resident of Hernando County? Yes

Voter Registration Number 104357434

Education F W Springstead High School ; Johnson and Wales University; See Attached
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History Please see attached
(Attach a resume if available)

Licenses or Certificates Held Real Estate 2005; Please see attached

Have you ever previously applied for a position on any County Board/Committee? Yes

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.
DOGE,

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action. _____

dotloop signature verification: dtlp.us/NSjY-1mwC-Sjte

Please state your reasons for applying to this Board/Committee

I have been a resident of Hernando County since 1986, I am a product of the school system here and have been blessed to see the growth first hand over the years. But lately I have not been happy, like many others, in our county to see the way things are being run.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Brian Brijbag 30+YRS (352) 358-5880 12020 SAPPHIRE DR, SPRING HILL, FL 34609
2. Brenda Rabbitt 5+YRS (727) 215-8342 5488 NEWMARK ST, SPRING HILL, FL 34606
3. Silvia Dukes 20+YRS (352) 584-7441 4234 CAMELIA DR, HERNANDO BEACH FL 34607

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature

Christina L Botto

dotloop verified
01/02/26 10:24 AM EST
2YJS-TULG-W8MM-MWHB

(Please direct all inquiries to the County Attorney's Office at 754-4112.)

Completed applications may be submitted to the County Attorney's Office 20 N. Main Street, Room 462 Brooksville, Florida 34601, or email cao@co.hernando.fl.us.

dotloop signature verification: dtlp.us/NSjY-1mwC-Sjte

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: CHRISTINA LOUISE BOTTO

Date of Birth: 09/04/1978

Other Names Used:

(Legal Name) First M.I. Last

Dates Used (from/to):

Home Phone #:

Cell Phone #: 609-435-0009

E-mail Address: CHRISTINA@BOTTOSELLSFL.COM

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 3239 ROCKY AVENUE

City, State, Zip : SPRING HILL, FL 34609

Time at this address: 20+ YRS Years Month

Previous Address:

City, State, Zip :

Time at this address Years Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Christina L Botto dotloop verified 01/02/26 10:24 AM EST R7N1-QEXC-SN15-CNQJ

Applicant's Signature Date

dotloop signature verification: dtlp.us/bCy6-PJ9S-0ncXk

This form has fill-in fields that you can type your responses into, then print the form.

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Hernando County DOGE

Check one:
- ☑ **Full Member Position**
- ☐ **Alternate Member Position**

Name Christina Louise Botto
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 3239 Rocky Avenue

City Spring Hill **Zip** 34609

Telephone 609-435-0009 **(home)** _____ **(business)**

E-mail address christina@bottosellsfl.com

Are you a resident of Hernando County? YES

Voter Registration Number 104357434

Education Graduated F W Springstead 1996 ; Johnson and Wales University AAS 1998
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History Realtor 2005- Currnent See Resume
(Attach a resume if available)

Licenses or Certificates Held See Resume

Have you ever previously applied for a position on any County Board/Committee? YES

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.
DOGE, this year

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? NO
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? NO

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? NO

If yes, when and describe action. _____

dotloop signature verification: dtlp.us/bCy6-PJ9S-0ncXk

Please state your reasons for applying to this Board/Committee I feel with my background on the local, state and National levels with my volunteer leadership I can give a unquie perspective to the committee.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Brian Brijbag 352-442-7127 12020 Sapphire Dr, SH 34609
2. Silvia Dukes 352-584-7441 4234 Camelia Dr, Hernando Beach
3. Brenda Rabbitt 727-215-8342 5488 Newmark St, SH 34606

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature Christina L'Botto dotloop verified 01/02/26 10:24 AM EST POM7-6F8T-UMZW-JHHE

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.

PRINT FORM CLEAR FORM

dotloop signature verification: dtlp.us/bCy6-PJ9S-0ncXk

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: Christina Louise Botto

Date of Birth: 09/04/1978

Other Names Used:

(Legal Name) First M.I. Last

Dates Used (from/to):

Home Phone #:

Cell Phone #: 609-435-0009

E-mail Address: christina@bottosellsfl.com

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 3239 Rocky Avenue

City, State, Zip : Spring Hill, FL 34609

Time at this address: 20 + Years Month

Previous Address:

City, State, Zip :

Time at this address Years Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Christina L Botto dotloop verified 01/02/26 10:24 AM EST FEPZ-K78K-JNLA-ISCT

Applicant's Signature Date

PRINT FORM CLEAR FORM 4/28/2017

Christina L Botto
AHWD, SRS, SRES, ABR, CRB, C2EX, NCREA, CREIPS, SFR, PSA

Sunbelt Real Estate FLORIDA

Office Address
460 EAST LEMON ST, SUITE C
TARPON SPRINGS, FL 34689
(609) 435-0009 - Cell

E-Mail Address and URL
christina@bottosellsfl.com

Relevant Training - Designations & Certifications – Affiliation Leadership

At Home With Diversity	(AHWD)
Seller Representative Specialist	(SRS)
Seniors Real Estate Specialist	(SRES)
Short Sale & Foreclosure Resource	(SFR)
Pricing Strategy Advisor	(PSA)
Accredited Buyer's Representative	(ABR)
Certified Real Estate Brokerage Manager	(CRB)
Commitment to Excellence	(C2EX)
National Commercial Real Estate Advisor	(NCREA)
Commercial Real Estate Investment Planning Specialist	(CREIPS)

Realtors Excelling in Association Leadership (R.E.A.L)

2023-2025	Orientation Instructor for Hernando County Assoc. of REALTORS®
2018- 2022	Mentor and Team Leader at Watermark Realty
2022- 2025	Mentor and Team Leader at Silver Trident Realty
2025- Present	Ombudsman/Mediator Hernando County Assoc. of REALTORS®
2025- Present	Founder, Sunbelt Real Estate Florida; Team Owner, Sunbelt Team

Professional Honors and Activities

2005-2025 National Association of REALTORS® RPAC Fair Share Investor
2007 Professional Standards Committee, Hernando County Assoc. REALTORS®
2007 Public Relations Committee, Hernando County Assoc. REALTORS®
2007 – Current Florida REALTORS® Honors Society Member
2007– Current Hernando County Assoc. of REALTORS® Honors Society Member
2007-2015 Events Committee, Hernando County Assoc. REALTORS®
2007 Graduate from the Leadership Development Hernando County Assoc. of REALTORS®
2008 - 2024 Education Committee, Hernando County Assoc. REALTORS®
2010- Current Leadership Development Committee, Hernando County Assoc. REALTORS®
2010 Education Chair, Hernando County Assoc. of REALTORS®
2013 -Current (as needed) Hernando County Information Services Governing Docs Task force
2016 Realtor Party Member Involvement Committee Florida REALTORS®
2016- Current Grievance Committee, Hernando County Assoc. REALTORS®
2016- Current MLS Committee, Hernando County Assoc. REALTORS®
2018 MLS Committee Chair, Hernando County Assoc. REALTORS®
2018 REALTOR® of the Year, Hernando County Assoc. of REALTORS®
2018-2019 Manager, Hernando County Assoc. of REALTORS® HCIS Board
2019-2020 Vice Chair, Hernando County Assoc. of REALTORS® HCIS Board
2019- Current REALTOR® PAC Committee, Hernando County Assoc. REALTORS®
2019 Graduate from D6 Leadership Institute
2020-2024 Awards Committee, Hernando County Assoc. REALTORS®
2020- Current Florida REALTORS® Emerging Technology Committee and Subcommittee Chair
2017– Current Florida REALTORS® RPAC Committee and Subcommittees
2020-2023 Shared Services/Merger/Consolidation Task Force
2021-2022 Chair, Hernando County Assoc. of REALTORS® HCIS Board
2022 National Association of REALTORS® Major Investor - Sterling R
2023 National Association of REALTORS® Major Investor - Crystal R
2023 President-Elect, Hernando County Assoc. of REALTORS®
2024 President, Hernando County Assoc. of REALTORS®
2024-2027 Multiple Listing Issues and Polices Committee National Association of REALTORS®
2024- Current National Association of REALTORS® Major Investor – Golden R
2024- Current NAR Surrogate
2024- Current Manager Coast 2 Coast Data Share MLS Board
2025 Florida REALTORS® Convention Committee
2025 Florida Realtors Leadership Academy Graduate
2026 Treasurer Hernando County Assoc. of REALTORS®
2026 Treasurer Hernando County Information Services, HCIS Board
2026 Florida REALTORS® Leadership Academy Committee

DELEGATION ON GOVERNMENT EFFICIENCY (DOGE) COMMITTEE

Updated: 12/17/2025

Name	Address	Phone	Appointed	Role
Paul Passarelli	26641 Mondon Hill Rd. Brooksville, FL. 34601	(203) 846-2500 (H) paul@solarandthermal.com	5/27/2025	**Chairman**
Douglas Huberts	14241 Cascora Court	(317) 490-6253 (H) (317) 409-6253 (C) hubluck@yahoo.com	5/27/2025	**Vice Chairman**
Brandon Mowatt	12151 Katherwood St. Spring Hill, FL. 34608	(352) 606-9987 (H) brandon12352@yahoo.com	5/27/2025	**Member**
Robert Morgan	1066 Arlanie Rd. Brooksville, FL 34604	(727) 282-0016 (H) robert.morgan.fl@gmail.com	5/27/2025	**Member**
Kevin Passafiume	2444 Bishop Rd. Spring Hill, FL. 34608	(352) 424-9143 (H) papa2117@icloud.com papa2117@gmail.com	5/27/2025	**Member**
VACANT				**Member**
Richard Ross	6709 Longboat Dr. Brooksville, FL. 34604	(352) 540-9554 (H) hcfdoge@gmail.com	5/27/2025	**Member**
Keith Kolasa	25797 Lake Lindsey Rd. Brooksville, FL. 34601	(352) 200-9392 (H) gulfgeo@gmail.com	6/24/2025	**Member**
Nordra Brown	5442 Mosquero Road Spring Hill, FL 34606	(352) 428-5328 (C) nordrabrown@gmail.com	10/14/2025	**Member**
PAST MEMBERS				

Jodi van Slee	6166 Desales St. Brooksville, FL. 34604	(352) 238-4359 (H) jodiandre@yahoo.com	**5/27/2025 DECLINED POSITION PRIOR TO START**	**Member**
Melissa Arceneaux	1257 Finland Dr. Spring Hill, FL 34609	(678) 713-6501 (H) melgator40@gmail.com	5/27/2025 **RESIGNED 9/14/25**	**Member**
Melissa Flanagan	1455 Waterfall Dr. Spring Hill, FL 34608	352) 515-8340 (H) (352) 616-9111 (C) Flhomeswithmel@gmail.com	5/27/2025 **RESIGNED 12/17/2025**	**Member**

- DOGE shall consist of nine (9) members who serve on a voluntary basis.

- The County Attorney's Office accepts applications and conducts the lottery to fill the vacancy. The County Administration shall provide DOGE with relevant County records, documents, and financial statements upon request, in a timely manner, to facilitate its reviews

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: County Attorney
Prepared By: Pamela Hare
Initiator: Jon Jouben
DOC ID: 17005
Legal Request Number: 24-433
Bid/Contract Number:

TITLE
Discussion Regarding Departure of Lake County and Seminole County From Interlocal Agreement for Cost Share of Medical Examiner Services

BRIEF OVERVIEW
As the Board is aware from a November 18, 2025, Correspondence to Note (CTN) item (Legistar No. 16602), and prior discussions, Lake County is proposing to leave Medical Examiner District 5, of which Hernando County is a member, and is seeking approval from the Florida Medical Examiner Commission to join Medical Examiner District 24 which is currently comprised of only Seminole County. Such action would impact Hernando County's share of costs associated with Medical Examiner District 5 in general, and of costs associated with a new Medical Examiner's facility, which were originally agreed upon to be shared and paid for by all participating District 5 counties as well as Seminole County.

In the November 2025, CTN item, Marion County expressly opposed Lake County's departure from District 5, and proposed a conditional counter-offer in which it would affirmatively support of Lake County's departure if all District 5 counties and Seminole County work together to obtain state funding for the construction of a new Medical Examiner facility to be used by the remaining District 5 counties (Citrus, Hernando, Marion, and Sumter). In the proposal, Lake and Seminole would continue using the existing facility in Leesburg and permit the remaining District 5 counties use of that facility until State funding is obtained and a new Medical Examiner facility is constructed. Marion County is now seeking Hernando County's position on the proposed counter-offer.

FINANCIAL IMPACT
Undetermined at this time.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapters 125, 406, and 163, Florida Statutes.

RECOMMENDATION
It is recommended that Board discuss Marion County's proposed counter-offer and provide staff with direction.

REVIEW PROCESS

Pamela Hare	Approved	01/14/2026 1:23 PM
Melissa Tartaglia	Approved	01/15/2026 9:12 AM
Erin Dohren	Approved	01/15/2026 9:33 AM
Heidi Prouse	Approved	01/15/2026 11:09 AM
Toni Brady	Approved	01/21/2026 7:52 PM
Jeffrey Rogers	Approved	01/22/2026 7:19 AM

Colleen Conko	Approved	01/22/2026	8:22 AM

Board of County Commissioners

AGENDA ITEM

Meeting: 11/18/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16602
Legal Request Number:
Bid/Contract Number:

TITLE
Receipt of Correspondence Regarding Marion County Response to Lake County and Seminole County Letter of April 18, 2025, Concerning Reassignment of Lake County to Medical Examiner District 24

BRIEF OVERVIEW
Received a copy of the attached letter from Marion County Board of County Commissioners Attorney, Matthew Minter, which responds to Lake County's proposed options for Lake County leaving Medical Examiner District 5 and joining Seminole County in District 24. Marion County opposes all of Lake County's proposed options, because they would increase costs for the remaining four (4) District 5 counties.

Marion County is making a conditional offer that it would support Lake County's departure if all six counties involved work together to obtain state funding for the construction of a new medical examiner facility in Oxford to be utilized for the remaining District 5 counties (Citrus, Hernando, Marion, and Sumter). Lake County and Seminole County would continue to use the current Leesburg facility as their medical examiner facility, and Citrus, Hernando, Marion and Sumter Counties would be permitted to use the Leesburg facility until State funding is received for the new facility in Oxford and construction is completed. This proposal is consistent with the intent of the parties set in the original 2018 agreement.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Pamela Hare	Approved	10/22/2025 2:14 PM
Melissa Tartaglia	Approved	10/22/2025 3:27 PM
Heidi Prouse	Approved	10/23/2025 10:26 AM
Toni Brady	Approved	10/24/2025 7:59 AM
Jeffrey Rogers	Approved	10/24/2025 3:14 PM
Colleen Conko	Approved	10/24/2025 3:43 PM

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

RECEIVED
OCT 21 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

October 16, 2025

Melanie Marsh, Esq.
County Attorney
Lake County Attorney's Office
315 W. Main Street, Ste. 335
Tavares, FL 32778

Kate Latorre, Esq.
County Attorney
Seminole County Attorney's Office
1101 East First Street
Sanford, FL 32771

Re: Marion County Response to Lake County and Seminole County Letter of April 18, 2025 Concerning Reassignment of Lake County to District 24

Dear Melanie and Kate:

This letter will convey the position of the Marion County Board of County Commissioners ("MARION") regarding the two options presented in the referenced letter. The context for MARION's position was set forth in the recital of the 2018 Interlocal Agreement between the District 5 Counties and Seminole County:

> "WHEREAS, it is the intent of the parties to implement this Agreement without increasing the medical examiner costs of the DISTRICT 5 COUNTIES or reducing the level of service of medical examiner services to the DISTRICT 5 COUNTIES in any way."

The Marion County Board of County Commissioners' respects the wishes of Lake County and Seminole County expressed in the referenced letter. It is MARION's understanding that, even though it was not expressed in the referenced letter, if option 2 were implemented among the parties, Lake County would be seeking a "buy-out" of the current Medical Examiner facility in Leesburg. Thus, either option would result in an immediate, or near term, increase in the medical examiner costs of the four remaining DISTRICT 5 counties.

For that reason, it will be the position of MARION to affirmatively oppose Lake County leaving District 5.

Notwithstanding that, MARION proposes a conditional counter-offer by which it would *affirmatively support* Lake County leaving District 5 to join Seminole in District 24, and continue to use the Leesburg facility, as follows:

The condition is that the legislative delegations of *all six counties* would work to obtain State Funding for construction of a new medical examiner facility at the site that MARION has obtained in Oxford, to be utilized by Citrus, Hernando, Marion and Sumter as the remaining District 5 Counties. Lake and Seminole would continue to use the current Leesburg facility for their medical examiner facility – and Citrus, Hernando, Marion and Sumter would be allowed to continue to use the Leesburg facility until State funding is received for the new facility and construction of that facility is completed.

We all recognize that local governments are entering more uncertain financial times, and we need to be as fiscally responsible as possible. Both Seminole and Marion continue to work to extract as much usable life as reasonably possible out of our dated county administration buildings. The concept of this counter-offer is to respect the wishes of the boards of Lake and Seminole counties, in a way that is consistent with the intent of the parties set out above in the 2018 Interlocal Agreement.

While I have been in some discussions with counsel for some of the remaining District 5 counties, I do not have a formal position yet from the remaining District 5 counties to this counter-offer. I committed to Melanie to provide a written statement to her today which is this letter, and I expect we will have input from the other counties in the near future.

I will be happy to respond to any questions you may have in the meantime.

Sincerely,

Matthew G. Minter
County Attorney

Cc: Members of Marion County Board of County Commissioners

MEMORANDUM
HERNANDO COUNTY ATTORNEY'S OFFICE

To: Hernando County Board of County Commissioners

Via: Jon A. Jouben, County Attorney

From: Melissa A. Tartaglia, Asst. County Attorney

Date: December 4, 2024

Re: Expelling Lake County from Medical Examiner's Interlocal Agreement **(LR 24-433-3)**

I. Introductory Narrative

In Florida, medical examiner districts are established by the Florida Medical Examiner Commission ("the Commission"). The Commission established Citrus, Hernando, Lake, Marion, and Sumter counties as Medical Examiner District 5 and Seminole County as Medical Examiner District 24.

District 5 utilized a building[1] in Leesburg as its medical examiner facility. On September 25, 2018, District 5 and District 24 entered into an interlocal agreement ("ILA") wherein they agreed to share the cost of "medical examiner services and related matters."[2] It was contemplated in the initial ILA that the two districts would jointly use the existing medical examiner facility in Leesburg, and that the addition of District 24 would require expanding the Leesburg facility. Section 7(c) of the ILA reads:

> The parties agree that the Medical Examiner Facility requires expansion in order to accommodate the future needs of SEMINOLE and DISTRICT 5 COUNTIES. SEMINOLE commits to share in these expansion costs. Specifics of the expansion will be the subject of a future amendment to this Agreement, or budget revision, between the parties.[3]

[1] The building was owned by Lake County.

[2] The ILA is attached as Ex. "A", and is referred to in this memorandum as "the initial ILA."

[3] It appears the specifics of the expansion were never committed to writing by the parties.

As part of the initial ILA, Lake was to transfer title of the facility to Marion County, the Administrative Coordinator under the initial ILA.[4],[5]

The initial ILA established a District Medical Examiner Committee ("the Committee"), whose membership consisted of one commissioner from each of the District 5 counties; while District 24 would have a commissioner on the Committee, the position had no voting power.

The initial ILA was amended on August 3, 2021,[6] for the purpose of making Seminole County a full member of the Committee with voting power. It was amended again on October 3, 2023,[7] to extend the initial ILA for an additional year to "allow the parties to negotiate mutually agreeable terms regarding the continuation of services."

On September 24, 2024, Districts 5 and 24 entered into an ILA that superseded and repealed the initial ILA. The term of the new ILA is five years beginning October 1, 2024. The new ILA is attached as Ex. "B". Though the new ILA touches on the new facility, Lake and Seminole counties did not want the specifics regarding the new facility in the new ILA.[8] The new ILA reads: "WHEREAS, in order to accommodate the future needs of DISTRICT 5 COUNTIES and SEMINOLE, construction of a new Medical Examiner Facility is necessary; …"[9]

The new facility was also mentioned, but not fleshed out, in paragraphs 5(b) and 5(c) of the new ILA:

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[4] Lake County did in fact transfer title of the facility to Marion; to date, Marion remains the Administrative Coordinator.

[5] The effective date of the ILA was September 30, 2018, with a term of five years, unless extended by the parties.

[6] The first amendment of the ILA became effective September 14, 2021.

[7] According to paragraph 2, page 2, of the second amended ILA, its effective date is determined by the date the last party properly executes it. The initial ILA expired on September 30, 2023, and the second amendment wasn't fully executed until October 3, 2023. Regardless, the initial ILA, and its amendments, expired on September 30, 2024.

[8] The initial ILA referred to "expanding" the Leesburg facility, while the new ILA refers to a "new facility"; it appears the phrases are interchangeable.

[9] See the new ILA, page 2.

(b) MARION shall continue to supply the facility to be used in the capacity of the District Medical Examiner's Office until the new Medical Examiner Facility Project is complete; however, any and all costs of maintenance, repair, upkeep, and capital expenditures as may be called for under the terms of the contract with Medicus Forensics, P.A., shall be considered costs of the District Medical Examiner's Committee, and included in the annual budget. MARION shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner's Facility.

(c) Upon the completion of the new Medical Examiner Facility, MARION will execute a deed conveying the Leesburg facility back to LAKE.

As one can see, the new ILA does not *require* completion of the new medical examiner facility, nor does it contemplate a completion date. Nevertheless, Marion County, as Administrative Coordinator, purchased property in Summerville (in Marion County) for the purpose of expanding the Leesburg facility, in reliance on the initial and new ILAs. However, since execution of the new ILA, it has come to light that Lake and Seminole counties no longer want to contribute financially to the expansion of the facility.[10]

At the November 19, 2024, Hernando County BOCC meeting, Commissioner Campbell discussed the issue with the other commissioners, and based on their discussion, the commissioners have two questions:

1. Can the other District 5 counties force Lake County out of the ILA?

2. Can anything be done to prevent a new Seminole/Lake medical examiner district from "poaching" the services of our current medical examiner, Dr. Barbara Wolf?

II. Can Lake County be Forced Out of the ILA?

According to the new ILA, there are two ways to remove Lake County from the ILA: (a) amending the new ILA by agreement of all the parties; or (b) terminating the new ILA.

1. Amending the New ILA

[10] This information is based upon a phone conference I had with Dana Olesky, Chief Assistant County Attorney for Marion, on October 14, 2024. A summary of the conversation is attached as Ex. "C".

The new ILA can be amended only by agreement of all the parties. Section 15(b) reads:

> Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

In other words, only a unanimously approved amendment can remove Lake County from the new ILA.[11]

2. Termination of the New ILA

Lake County can be "expelled" by terminating the new ILA. Termination can be effectuated under three circumstances. Section 24 of the new ILA, provides:

a. Any of the parties can terminate the new ILA for convenience or otherwise with eighteen months' written notice to the other parties.

b. The parties can terminate sooner than eighteen months by mutual agreement upon "extraordinary circumstances."

c. Any non-defaulting party may terminate the new ILA[12] if the defaulting party does not cure the default within 30 days of written notice.

In my opinion, the decision by Lake and Seminole to back out of contributing to the expansion does not amount to a default, due to the lack of a specific agreement regarding the expansion.

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[11] Removing Lake County from the new ILA does not remove Lake County from District 5, because the districts are established by the Commission, not by interlocal agreement. See ss. 406.04 and 406.05, Fla. Stat.; see also Rule 11G-5.002 (2018) F.A.C. There is no mechanism by which a district can expel one of its members, except to challenge the establishment of the district, the deadline for which has long since passed.

[12] The new ILA provides for terminating the "Agreement", not the membership of the defaulting party.

III. Can the Other District 5 Counties Prevent Seminole and Lake from Poaching the Services of Dr. Barbara Wolf?

Pursuant to s. 406.06, Fla. Stat., the Governor of Florida appoints the medical examiner for each medical examiner district from a slate of nominees provided by the Commission. The term of the appointment is three years. In 2023, the Governor appointed Dr. Barbara Wolf as the medical examiner for both District 5 and District 24.[13] That being the case, and given the fact that the districts themselves cannot alter the composition of their districts, Lake and Seminole counties would both be within their rights to utilize Dr. Wolf's medical examiner services even if Lake was removed from the new ILA or the new ILA were terminated.

IV. Dispute Resolution

Section 14 of the new ILA provides that any of the parties can initiate dispute resolution by notifying the other parties "that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement." The provision allows for a civil action if the dispute cannot be resolved. But, as already stated, I don't think the other counties have a viable civil action against Lake or Seminole because the specifics of the expansion of the facility were never committed to writing. Nevertheless, it may behoove the parties to participate in mediation anyway.

V. Conclusion

The only way to force Lake County out of the new ILA is by mutual agreement of all the parties or by terminating the new ILA. Neither method alters the composition of District 5 nor eliminates Lake County's and Seminole County's rights to utilize Dr. Wolf's medical examiner services. It may behoove the parties to participate in mediation to resolve their differences regarding the expansion of the medical examiner facility.

[13] See https://www.flgov.com/eog/news/press/2023/governor-ron-desantis-appoints-seven-medical-examiners-commission, accessed December 2, 2024.

INTERLOCAL AGREEMENT BETWEEN CITRUS COUNTY, HERNANDO COUNTY, LAKE COUNTY, MARION COUNTY, SEMINOLE COUNTY, AND SUMTER COUNTY FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND RELATED MATTERS

THIS INTERLOCAL AGREEMENT is made and entered into by and between CITRUS COUNTY (in this Agreement referred to as "CITRUS"), HERNANDO COUNTY (in this Agreement referred to as "HERNANDO"), LAKE COUNTY (in this Agreement referred to as "LAKE"), MARION COUNTY (in this Agreement referred to as "MARION"), SEMINOLE COUNTY (in this Agreement referred to as "SEMINOLE"), and SUMTER COUNTY (in this Agreement referred to as "SUMTER"), all of which are political subdivisions of the State of Florida. CITRUS, HERNANDO, LAKE, MARION, AND SUMTER are collectively referred to in this Agreement as the "DISTRICT 5 COUNTIES."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2018), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER are "public agencies" within the meaning of Chapter 163, Florida Statutes, Intergovernmental Program, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, Florida Medical Examiner District 5 consists of CITRUS, HERNANDO, LAKE, MARION and SUMTER, that is, the DISTRICT 5 COUNTIES; and

WHEREAS, Florida Medical Examiner District 24 consists only of SEMINOLE; and

Exhibit A

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER desire to enter into this Agreement for the joint operation of the District 5 and 24 Medical Examiner's Office in accordance with Chapter 406, Florida Statutes (2018); and

WHEREAS, it is contemplated that Dr. Barbara Wolf ("Dr. Wolf"), the President of Medicus Forensics, P.A., will be appointed by the State Attorney of the Eighteenth Judicial Circuit, State of Florida, to serve as the Medical Examiner for Florida Medical Examiner District 24; and

WHEREAS, it is contemplated that the DISTRICT 5 COUNTIES and SEMINOLE will jointly engage Medicus Forensics, P.A., to perform medical examiner services for the DISTRICT 5 COUNTIES and SEMINOLE.

WHEREAS, it is contemplated that the DISTRICT 5 COUNTIES and SEMINOLE will jointly use the existing medical examiner facility for the DISTRICT 5 COUNTIES, located at 809 Pine Street, Leesburg, Florida 32748 and owned by LAKE, as both the District 5 and District 24 Medical Examiner Facility (the "Medical Examiner Facility"); and

WHEREAS, the DISTRICT 5 COUNTIES collectively and SEMINOLE desire to pro-rate and allocate the operating costs and capital expenditures relating to the use and of maintenance of the Medical Examiner Facility based on relative population size, that is 71.26% to the DISTRICT 5 COUNTIES and 28.74% to SEMINOLE; and

WHEREAS, the DISTRICT 5 COUNTIES previously entered an interlocal agreement to allocate and to pro-rate the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility among themselves and it is the intent of the instant Agreement for the DISTRICT 5 COUNTIES to continue their current allocations during the first year of this agreement, according to the prior interlocal agreement; and

WHEREAS, the prior interlocal agreement designated MARION to implement that agreement administratively on behalf of the DISTRICT 5 COUNTIES and, therefore, SEMINOLE will pay MARION to administer payment of all costs associated with Dr. Barbara Wolf and her company, Medicus Forensics, P.A., providing medical examiner services for SEMINOLE, and SEMINOLE's use of the Medical Examiner Facility; and

WHEREAS, it is the intent of the parties to implement this Agreement without increasing the medical examiner costs of the DISTRICT 5 COUNTIES or reducing the level of medical examiner services to the DISTRICT 5 COUNTIES in any way. It is the expectation of the DISTRICT 5 COUNTIES that this agreement with SEMINOLE will cause the projected timeline for an upcoming expansion of the Leesburg facility to be accelerated, with corresponding additional expense to the DISTRICT 5 COUNTIES. This agreement will provide for a separate Facility Use Charge to be paid annually by SEMINOLE to account for this expense; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER find that it is to the public benefit and in the public interest to enter into this Agreement,

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose and Intent. It is the purpose and intent of the parties to this Interlocal Agreement to provide for the joint operation for the District 5 and 24 Medical Examiner's Offices in accordance with Chapter 406, Florida Statutes (2018), as this statute may be amended from time to time.

Section 3. District Medical Examiner Committee.

(a) There shall be created a District Medical Examiner Committee consisting of one county commissioner from each of the DISTRICT FIVE COUNTIES. Each county will appoint its own commissioner to the District Medical Examiner Committee.

(b) The District Medical Examiner Committee will meet annually during the month of February and on an as needed basis. The first order of business of the Committee at the first meeting following the effective date of this Agreement is the election of a Chair and Vice-Chair of the Committee. MARION, as Administrative Coordinator, shall prepare a set of Standard Operating Procedures for the Committee, to be considered for adoption by the Committee at that first meeting.

(c) The District Medical Examiner Committee shall approve each year the budget for the operation of the District Medical Examiner's Office and give such direction to the contracted Medical Examiner in the operation of the office as is necessary or appropriate under the terms of the contract with the contracted Medical Examiner.

(d) The District Medical Examiner Committee shall approve the method of division of all costs and expenses (including uninsured casualty losses) arising from the contract with the contracted Medical Examiner.

(e) For the first year of this Agreement, SEMINOLE will not be a member of the Committee. During the first year of this Agreement, the parties will have the opportunity to consider the adoption of a consolidated budget for all six counties. The parties will further give consideration to adding SEMINOLE as a member of the Committee, but SEMINOLE will retain the right to opt out of membership of the Committee.

Section 4. SEMINOLE's Responsibilities.

(a) For the first year of this Agreement, SEMINOLE shall pay MARION, quarterly, in advance (October 1, January 1, April 1 and July 1) the direct costs of the Florida District 24 Medical Examiner for the medical examiner services attributable to SEMINOLE. An anticipated budget for these direct costs is set out in Exhibit A, attached to this Agreement. These direct costs include the annual amount of $1,125,546.00 for the services of Medicus Forensics, PA, for FY 2018-2019. SEMINOLE and MARION will establish a mutually acceptable invoice, payment, and accounting system to implement this arrangement, which system will include all of SEMINOLE's costs and payment obligations under this Agreement. The existing contract between the DISTRICT 5 COUNTIES and Medicus Forensics, P.A. will be amended to include the services to be provided to SEMINOLE and add SEMINOLE as a party. For the development of the budget for the second and subsequent years of this Agreement, MARION, as Administrator, will prepare a consolidated budget with input from all counties, to include budget components for all six counties. MARION will begin preparation of such consolidated budget in January, 2019.

(b) SEMINOLE shall pay MARION $60,533.00 for its share of the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility for the first year of this Agreement. SEMINOLE will pay MARION $38,803.00 for its share of generator and new software expenses already budgeted for FY 2018-2019. These payments must be made quarterly, in advance.

(c) For the first year of this Agreement, SEMINOLE shall pay MARION a managerial fee of $59,304.00 as indicated on Exhibit A, for the services listed in Section 5. In the second and subsequent years, SEMINOLE shall pay to MARION 5% of SEMINOLE's portion of the consolidated budget for operating and capital expenditures as a managerial fee.

(d) A portion of the initial costs that SEMINOLE will directly pay Medicus Forensics, P.A., includes an amount sufficient to pay for the purchase of three (3) vehicles with safety lights and other appropriate markings for use by the three (3) medical examiner investigators. SEMINOLE shall transmit the necessary funds to Medicus Forensics, P.A., which shall purchase and maintain the vehicles. While this Agreement remains in effect, the vehicles will each be titled in the name of Medicus Forensics, P.A., the corporate entity for the District 5 and District 24 Medical Examiner. If this this Agreement is terminated within three (3) years of its Effective Date, title of these vehicles will be transferred to SEMINOLE. Otherwise, the vehicles will remained titled to Medicus Forensics, P.A.

(e) SEMINOLE is responsible for any and all legal fees and judgments that result from actions of previous medical examiners for Florida Medical Examiner District 24, to the extent that any such fees and costs are the valid obligation of SEMINOLE. DISTRICT 5 COUNTIES, Dr. Wolf, and Medicus Forensics. P.A., have no responsibility for any such fees and costs

(f) SEMINOLE shall pay an annual Facility Expansion Offset Charge of $34,920.00 to offset any upcoming additional costs to the DISTRICT 5 COUNTIES resulting from the acceleration of the timeline to commence the expansion of the Leesburg facility. The parties recognize that, like a liquidated damages provision, the exact cost of the acceleration of the expansion to the DISTRICT 5 COUNTIES is not subject to precise determination, but that the foregoing amount is commercially reasonable under the circumstances.

Section 5. DISTRICT 5 COUNTIES' Responsibilities.

(a) Each of the DISTRICT 5 COUNTIES shall pay MARION, as Administrative Coordinator, for its proportionate share of the annual budget based on the populations of the

respective counties, with such payment to be made quarterly, in advance (October 1, January 1, April 1 and July 1) of each year.

(b) SEMINOLE may select a representative who would attend the annual Florida Medical Examiner District 5 meeting held in February to discuss any of SEMINOLE concerns or matters of mutual concern to Florida Medical Examiner District 5 and District 24. Such attendance and representation would not in any way make District 24 merge into District 5 or give District 24 any voting privileges at such meetings. If necessary, provision will be made for a "joint meeting" of District 24 and District 5.

Section 6. MARION's Responsibilities as Administrative Coordinator.

(a) All Counties hereby designate MARION as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement.

(b) The Administrative Coordinator shall be responsible for managing all funds, and all properties jointly owned by the counties, associated with the execution of this Interlocal Agreement.

(c) LAKE shall supply the facility to be used in the capacity of the District Medical Examiner's Office; however, any and all costs of maintenance, repair, upkeep, and capital expenditures as may be called for under the terms of the contract with Medicus Forensics, P.A., shall be considered costs of the District Medical Examiner's Committee, and included in the annual budget. LAKE shall transfer title to any assets of the counties to the Administrative Coordinator, or to the counties, as may be required to carry out the purposes of this Agreement. MARION, as the Administrator, shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner's Facility.

(d) The Administrative Coordinator shall provide such services to the DISTRICT 5 Medical Examiner's Committee and SEMINOLE as may be required to oversee and manage the contract with Medicus Forensics, P.A. Any costs and expenses incurred by the Administrative Coordinator will result in a fee to MARION of five (5) percent of the operating expense for the services provided to the Medical Examiner's Committee, and included in the annual budget, except where otherwise provided in this Agreement.

(e) Each county shall pay its proportionate share of the costs of operation, including any uninsured casualty losses of the Office of the Medical Examiner, as determined by the Committee, to the Administrative Coordinator quarterly, in advance, except as otherwise provided in this Agreement.

Section 7. Responsibilities of All Parties.

(a) If an emergency requiring exceptional services of the Medical Examiner occurs in any county of a party to this Agreement, that party may request services from any other party, including the use of medical examiner investigators.

(b) In the event of emergency or unbudgeted expenses, SEMINOLE and DISTRICT 5 COUNTIES shall provide for and fund a necessary budget amendment based on the same apportionment formula of 28.74% for SEMINOLE and 71.26% for the DISTRICT 5 COUNTIES.

(c) The parties agree that the Medical Examiner Facility requires expansion in order to accommodate the future needs of SEMINOLE and DISTRICT 5 COUNTIES. SEMINOLE commits to share in these expansion costs. Specifics of the expansion will be the subject of a future amendment to this Agreement, or budget revision, between the parties.

Section 8. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. The existing contract

between the DISTRICT 5 COUNTIES and Medicus Forensics, P.A., in addition to adding SEMINOLE as described above, will be amended to require Medicus Forensics, P.A. to provide proof of insurance coverage related to workers' compensation, commercial general liability, business auto, and professional liability to the DISTRICT 5 COUNTIES and SEMINOLE.

Section 9. Indemnification. Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties.

Section 10. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

Section 11. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to CITRUS:

Lecanto Government Building
3600 West Sovereign Path
Suite 267
Lecanto, Florida 34461

As to HERNANDO:

20 North Main Street
Room 263
Brooksville, Florida 34601

As to LAKE:

315 West Main Street
Suite 430
Tavares, Florida 32778

As to MARION:

601 SE 25th Avenue
Ocala, Florida 34471

As to SEMINOLE:

Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

As to SUMTER:

7375 Powell Road
Wildwood, Florida 34785

Section 12. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Lake County, Florida.

Section 13. Parties Bound. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

Section 14. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2018), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2018), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 15. Dispute Resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. For any legal action to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable costs, but each party shall bear its own

attorney's fees, except where authorized under Section 57.105, Fla. Statutes (2018), as this statute may be amended from time to time.

Section 16. Entire Agreement.

(a) Except for the separate contract between the parties and Medicus Forensics, P.A., it is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

Section 17. Assignment. This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

Section 18. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 19. Public Records Law.

(a) The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2018), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2018), as this statute may be amended from time to time, in the

handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching parties may terminate this Agreement immediately upon written notice to the breaching party.

(c) The existing contract between the DISTRICT 5 COUNTIES and Medicus Forensics, P.A., in addition to adding SEMINOLE as a party as described above, will be amended include a Public Records Law provision consistent with the requirements of Chapter 119, Florida Statutes (2018), as this statute may be amended from time to time.

Section 20. Equal Opportunity Employment. The parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status or national origin. The parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, marital status or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 21. Prior Agreements Superseded and Repealed. The FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN MARION COUNTY AND CITRUS COUNTY AND HERNANDO COUNTY AND SUMTER COUNTY AND LAKE COUNTY RELATING TO THE PROVISION OF OPERATING COSTS, FACILITY USE FEES, AND CAPITAL EXPENDITURES FOR THE MEDICAL EXAMINER, and any other prior

Interlocal Agreement relating to the District 5 Medical Examiner, are hereby superseded and repealed.

Section 22. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 23. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 24. Effective Date and Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The period from the Effective Date through September 30, 2018 will be for preparation and planning as described in this Agreement. The term of this Agreement formally commences on October 1, 2018, when full services for SEMINOLE by Medicus Forensics, P.A. and SEMINOLE's use of the Medical Examiner Facility will commence. The term will continue for five (5) years from October 1, 2018, unless extended by mutual agreement of the parties. The anniversary date of this Agreement will be October 1 of each subsequent year during the term.

Section 25. Termination. Any party may terminate this Agreement, for convenience or otherwise, upon at least eighteen (18) months' written notice to the other parties served according to Section 10 above. This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from any non-defaulting party served according to Section 11 above. The parties agree to work cooperatively to

avoid the need for a termination for default and to minimize any disruptions that may occur if this Section 25 for termination is ever invoked.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

for ANGELA VICK, CLERK

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

By: _____
RONALD E. KITCHEN, JR., CHAIRMAN

Date: 8/21/18

Approved as to form for the
Reliance of Citrus County only.

_____
Denise A. Dymond Lyn
County Attorney

APPROVED
AUG 21 2018
BOARD OF COUNTY COMMISSIONERS

[Balance of this page intentionally blank: signatory page begins on page 16.]

ATTEST:

Susan Burns, Deputy Clerk
DONALD C. BARBEE, JR., CLERK

SEAL (SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____
STEVE CHAMPION, CHAIRMAN

Date: 9-25-18

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Garth C. Coller
County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 17.]

ATTEST:

GARY J. COONEY, CLERK

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

By: _____
TIMOTHY I. SULLIVAN, CHAIRMAN

Date: 21 August 2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Melanie Marsh
County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 18.]

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

Date: AUG 21 2018

ATTEST:

DAVID R. ELLSPERMANN, CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter
County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 19.]

ATTEST:

GRANT MALOY, CLERK

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JOHN HORAN, CHAIRMAN

Date: 8/14/18

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

As authorized for execution by the Board of County Commissioners at its Aug. 14, 2018, regular meeting.

[Balance of this page intentionally blank; signatory page continues on Page 20.]

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

AL BUTLER, CHAIRMAN

Date: SEP 11 2018

ATTEST:

GLORIA HAYWARD,
SUMTER COUNTY CLERK OF COURT
BY: DEPUTY CLERK

DGS/dre
8/13/18, 4:03 PM
Attachment:
Exhibit A — Seminole Year One Budget

EXHIBIT A

Seminole Year One Budget

District 24 Medical Examiner Services	$1,125,546
Marion Administrative Fee (5%)	59,304
Operating Expenses Shared	60,533
Facility Offset Contribution for Future Expansion	34,920
FY 18/19 Capital Funded From Reserves	38,803
Total	**$1,319,106**

INTERLOCAL AGREEMENT BETWEEN CITRUS COUNTY, HERNANDO COUNTY, LAKE COUNTY, MARION COUNTY, SEMINOLE COUNTY AND SUMTER COUNTY FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND RELATED MATTERS

THIS INTERLOCAL AGREEMENT is made and entered into by and between CITRUS COUNTY (in this Agreement referred to as "CITRUS"), HERNANDO COUNTY, (in this Agreement referred to as "HERNANDO"), LAKE COUNTY (in this Agreement referred to as "LAKE"), MARION COUNTY (in this Agreement referred to as "MARION"), SEMINOLE COUNTY (in this Agreement referred to as "SEMINOLE"), and SUMTER COUNTY (in this Agreement referred to as "SUMTER"), all of which are political subdivisions of the State of Florida. CITRUS, HERNANDO, LAKE, MARION, AND SUMTER are collectively referred to in this Agreement as the "DISTRICT 5 COUNTIES."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2024), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE, and SUMTER are "public agencies" within the meaning of Chapter 163, Florida Statutes, Intergovernmental Program, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, Florida Medical Examiner District 5 consists of CITRUS, HERNANDO, LAKE, MARION and SUMTER, that is, the DISTRICT 5 COUNTIES; and

WHEREAS, Florida Medical Examiner District 24 consists only of SEMINOLE; and

EXHIBIT B

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE, and SUMTER desire to enter into this Agreement for the joint operation of the District 5 and 24 Medical Examiner's Office in accordance with Chapter 406, Florida Statutes (2024), and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE will jointly engage Medicus Forensics P.A., to perform medical examiner services for the DISTRICT 5 COUNTIES and SEMINOLE; and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE jointly use the existing medical examiner facility located at 809 Pine Street, Leesburg, Florida 32748 and now owned by MARION, as both the District 5 and District 24 Medical Examiner Facility (the "Medical Examiner Facility"); and

WHEREAS, in order to accommodate the future needs of DISTRICT 5 COUNTIES and SEMINOLE, construction of a new Medical Examiner Facility is necessary; and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE desire to allocate the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility based on the populations of the respective counties; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE, and SUMTER find that it is to the public benefit and in the public interest to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose and Intent. It is the purpose and intent of the parties to this Interlocal Agreement to provide for the joint operation for the District 5 and 24 Medical Examiner's Offices in accordance with Chapter 406, Florida Statutes (2024), as this statute may be amended from time to time.

Section 3. District Medical Examiner Committee.

(a) There shall be created a District Medical Examiner Committee consisting of one county commissioner from each of the DISTRICT FIVE COUNTIES and one county commissioner from SEMINOLE. Each county will appoint its own commissioner to the District Medical Examiner Committee. The District Medical Examiner Committee will collectively have administrative oversight of Florida Medical Examiner District 5 and Florida Medical Examiner District 24. However, each District will remain a separate entity.

(b) The District Medical Examiner Committee will meet annually during the month of February and on an as needed basis. The election of the Chair and Vice-Chair of the Committee will occur at the annual February meeting. MARION, as Administrative Coordinator, shall prepare a set of Standard Operating Procedures for the Committee to be considered for adoption by the Committee at the annual February meeting.

(c) The District Medical Examiner Committee shall approve each year the budget for the operation of the District Medical Examiner's Office and give such direction to the contracted Medical Examiner in the operation of the office as is necessary or appropriate under the terms of the contract with the contracted Medical Examiner.

(d) The District Medical Examiner Committee shall approve the method of division of all costs and expenses (including uninsured casualty losses) arising from the contract with the contracted Medical Examiner.

Section 4. Responsibilities of All Parties.

(a) All Counties hereby designate MARION as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement. The Administrative Coordinator shall provide support services to the District Medical Examiner's Office including, but not limited to, risk management, human resources, and legal. Any costs and expenses incurred by the Administrative Coordinator will result in a fee to MARION of five (5) percent of the operating expenses for the services provided to the Medical Examiner's Committee, and included in the annual budget, except where otherwise provided in this Agreement. Any significant litigation costs incurred by the Administrative Coordinator will be considered separately by the District Medical Examiner Committee.

(b) Each of the DISTRICT 5 COUNTIES and SEMINOLE shall pay MARION, as Administrative Coordinator, for its proportionate share of the annual budget based on the populations of the respective counties, with such payment to be made quarterly, in advance (October 1, January 1, April 1 and July 1) of each year.

(c) If an emergency requiring exceptional services of the Medical Examiner occurs in any county of a party to this Agreement, that party may request services from any other party, including the use of medical examiner investigators.

(d) In the event of emergency or unbudgeted expenses, the District Medical Examiner's Committee shall provide for and fund a necessary budget amendment based on the same proportionate share of the annual budget based on the population of the respective counties.

Section 5. MARION's Responsibilities as Administrative Coordinator.

(a) MARION, as the Administrative Coordinator, shall be responsible for providing support services to the District Medical Examiner's Office including, but not limited to, risk

management, human resources, and legal as well as managing all funds, and all properties jointly owned by the counties, associated with the execution of this Interlocal Agreement.

(b) MARION shall continue to supply the facility to be used in the capacity of the District Medical Examiner's Office until the new Medical Examiner Facility Project is complete; however, any and all costs of maintenance, repair, upkeep, and capital expenditures as may be called for under the terms of the contract with Medicus Forensics, P.A., shall be considered costs of the District Medical Examiner's Committee, and included in the annual budget. MARION shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner's Facility.

(c) Upon the completion of the new Medical Examiner Facility, MARION will execute a deed conveying the Leesburg facility back to LAKE.

(d) MARION, as the Administrative Coordinator, shall provide such services to the Medical Examiner's Committee as may be required to oversee and manage the contract with Medicus Forensics, P.A.

Section 6. SEMINOLE's Responsibilities.

(a) As part of the budgeted costs that required immediate payment, SEMINOLE incurred the costs of hiring and training three (3) medical examiner investigators who, with the exception of emergency situations, are dedicated to working solely within the geographical limits of Seminole County, Florida. The hiring and training of these investigators was performed by Medicus Forensics, PA. SEMINOLE has paid the costs for such hiring and training of these investigators and will pay the hiring and training costs for new employees in the event a vacancy in one of these three (3) positions occurs.

(b) SEMINOLE is solely responsible for its own transport services. SEMINOLE shall contract with a commercial provider and all such billing will be handled directly between SEMINOLE and its provider.

(c) SEMINOLE is responsible to handle its own unclaimed bodies, indigent care, and cremations, including the costs related to them.

(d) SEMINOLE is responsible for any and all legal fees and judgments that result from actions of previous medical examiners for Florida Medical Examiner District 24, to the extent that any such fees and costs are the valid obligation of SEMINOLE. DISTRICT 5 COUNTIES, Dr. Wolf, and Medicus Forensics, P.A., have no responsibility for any such fees and costs.

Section 7. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 8. Indemnification. Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties.

Section 9. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

Section 10. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-

delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to CITRUS:

Lecanto Government Building
3600 West Sovereign Path
Suite 267
Lecanto, Florida 34461

As to HERNANDO:

15470 Flight Path Drive
Brooksville, Florida 34604

As to LAKE:

315 West Main Street
Suite 430
Tavares, Florida 32778

As to MARION:

601 SE 25th Avenue
Ocala, FL 34471

As to SEMINOLE:

Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

As to SUMTER:

7375 Powell Road
Wildwood, Florida 34785

Section 11. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole

jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Lake County, Florida.

Section 12. Parties Bound. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

Section 13. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 14. Dispute Resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida. The parties further agree that any such action will be tried by the Court, and the parties hereby waive

the right to jury trial as to such action. For any legal action to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable costs, but each party shall bear its own attorney's fees, except where authorized under Section 57.105, Fla. Statutes (2024), as this statute may be amended from time to time.

Section 15. Entire Agreement.

(a) Except for the separate contract between the parties an Medicus Forensics, P.A., it is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

Section 16. Assignment. This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

Section 17. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 18. Public Records Law.

(a) The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties

acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching parties may terminate this Agreement immediately upon written notice to the breaching party.

Section 19. Equal Opportunity Employment. The parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. The parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 21. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 22. Prior Agreements Superseded and Repealed. Any other prior Interlocal Agreement relating to the District 5 Medical Examiner, are hereby superseded and repealed.

Section 23. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The term will continue for five (5) years from October 1, 2024, unless extended by mutual agreement of the parties. The anniversary date of this Agreement will be October 1 of each subsequent year during the term.

Section 24. Termination. Any party may terminate this Agreement, for convenience or otherwise, upon at least eighteen (18) months' written notice to the other parties served according to Section 10 above, provided, however, that an earlier termination date may be mutually agreed upon if extraordinary circumstances arise. This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from any non-defaulting party served according to Section 10 above which termination shall take effect on the thirty-first (31st) day after the defaulting party receives the notice to cure the default should the defaulting party fail to cure. The terminating, and/or defaulting party, shall be responsible for its pro rata share of operating costs and capital expenditures until the last day of the provision of services by the District Medical Examiner's office: eighteen (18) months as to the terminating party or thirty-one (31) days as to the defaulting party. The parties agree to work cooperatively to avoid the need for a termination for default and to minimize any disruptions that may occur if this Section 24 for termination is ever invoked.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

SEAL

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

for ANGELA VICK, CLERK

By: _____
HOLLY L. DAVIS, CHAIRMAN

Date: 9/24/2024

Approved as to form for the
Reliance of Citrus County only.

_____
Denise A. Dymond Lyn
County Attorney

APPROVED

BOARD OF COUNTY
COMMISSIONERS

ATTEST:

Heidi Thuppe, Deputy Clerk

DOUG CHORVAT, JR., CLERK

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____

ELIZABETH NARVERUD, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Melissa Tartaglia

County Attorney's Office

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ATTEST:

GARY J. COONEY, CLERK

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

By: _____

KIRBY SMITH, CHAIRMAN

Date: September 24, 2024.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

9/24/24

Melanie Marsh
County Attorney

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

BCC Approved:9/17/2024

ATTEST:

GREGORY C. HARRELL, CLERK
OF THE COUNTY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter
County Attorney

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ATTEST: _____
GRANT MALOY, CLERK

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, CHAIRMAN

Date: 9-27-2024

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution by the Board of County Commissioners at its 9-24, 2024, regular meeting.

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SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

Craig A. Estep

CRAIG A. ESTEP, CHAIRMAN

Date: 9/17/24



ATTEST:

Jeanette Gallop D.C.

GLORIA HAYWARD,
SUMTER COUNTY CLERK OF COURT
BY: DEPUTY CLERK

Outlook

Issue regarding new facility for medical examiner for District 5 and Seminole

From Melissa Tartaglia <mtartaglia@co.hernando.fl.us>
Date Mon 10/14/2024 3:31 PM
To Olesky, Dana <Dana.Olesky@marionfl.org>
Cc Pamela Hare <phare@co.hernando.fl.us>

Hey, Dana:

The following is a summary of what we discussed this afternoon regarding the new medical examiner facility for District 5 and Seminole County.

1. When Seminole County was added in 2018 as a party to the District 5 Medical Examiner ILA, it was expected that such addition would "cause the projected timeline for an upcoming expansion of the Leesburg facility to be accelerated, with corresponding additional expense to the DISTRICT 5 COUNTIES." Section 7(c) of the 2018 ILA states that "The parties agree that the Medical Examiner Facility requires expansion in order to accommodate the future needs of SEMINOLE and DISTRICT 5 COUNTIES. SEMINOLE commits to share in these expansion costs. …"
2. Section 13 of the 2018 ILA states that the ILA is binding upon and inures to the benefit of the parties.
3. In reliance upon the foregoing, Marion County purchased property in Summerfield in March of 2024, and has initiated the procurement of building design, for the new facility. Marion County has already expended over $3-million so far. Marion has also retained a firm to obtain approval for bonds to fund the new facility.
4. During negotiations of the 2024 ILA, Lake County asked to remove language in the ILA regarding the new facility and "just leave this as an extension of the existing operating interlocal agreement especially since we are down to the wire with the existing agreement expiring. There are items related to the new facility that need to be further clarified through a separate agreement." Seminole echoed Lake County's request.
5. The 2024 ILA, which has been executed by all counties, states "in order to accommodate the future needs of DISTRICT 5 COUNTIES and SEMINOLE, construction of a new Medical Examiner Facility is necessary" and that upon completion of the new facility, "MARION will execute a deed conveying the Leesburg facility back to LAKE."
6. The 2024 ILA also states that it is binding upon the parties.
7. You recently learned that Seminole and Lake counties no longer want to be part of a separate agreement for a new medical examiner facility.
8. There is a meeting of the medical examiner commission scheduled for November 13, 2024. You are uncertain whether Hernando, Sumter and Citrus County commissioners on the medical examiner commission are aware that Lake and Seminole want to pull out of the new facility agreement. This issue will very likely be added to the meeting's agenda.
9. If Lake and Seminole decline to contribute to the new facility, that leaves only four counties (Sumter, Hernando, Citrus and Marion) to cover the costs.
10. Can District 5 be restructured, under Florida Statutes, to exclude Lake County? What is the legal process?
11. Seminole can be removed pursuant to Section 24 of the 2024 ILA?
12. Marion is concerned that these recent events will cause delay in obtaining approval to issue bonds and, as a result, Marion won't be able to seek reimbursement for its expenditures on the new facility.

I'm sure I missed some things. I look forward to your feedback to fill in the blanks so I can present a complete picture of the issue to Jon.

Sincerely,

EXHIBIT C

Melissa A. Tartaglia, Esq.
FBN: 0116033
Asst. County Attorney
Office of Jon A. Jouben, Hernando County Attorney
20 N. Main St.
Brooksville, FL 34601
(352) 754-4122 ext. 20137



Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16973
Legal Request Number:
Bid/Contract Number:

TITLE
Appointment of Jan Houser to Fine Arts Council Until December 31, 2030

BRIEF OVERVIEW
Two (2) vacancies exist on the Fine Arts Council due to the recent expired terms and/or resignations. As a result of the news release, one application was received from Jan Houser. The applicant has been verified as being a resident and registered voter in Hernando County.

The Fine Arts Council members have been advised of the application received.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board appoint Jan Houser to serve as a member on the Hernando County Fine Arts Council, effective until December 31, 2030.

REVIEW PROCESS

Jessica Wright	Approved	01/20/2026 8:42 PM
Pamela Hare	Approved	01/21/2026 10:01 AM
Jon Jouben	Approved	01/22/2026 2:32 PM
Heidi Prouse	Approved	01/22/2026 2:55 PM
Toni Brady	Approved	01/22/2026 3:00 PM
Jeffrey Rogers	Approved	01/23/2026 10:56 AM
Colleen Conko	Approved	01/23/2026 10:58 AM

RECEIVED
DEC 16 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Fine Arts Council

Check one: ☑ **Full Member Position** ☐ **Alternate Member Position**

Name Jan Houser

(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address [redacted]

City [redacted] **Zip** [redacted]

Telephone [redacted] **(home)** _____ **(business)**

E-mail address [redacted]

Are you a resident of Hernando County? Yes

Voter Registration Number [redacted]

Education Bachelor of Arts - Emory University - 1992

(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

SHRM - SCP

HRCI - SPHR

Employment History [redacted]

(Attach a resume if available)

Licenses or Certificates Held _____

Have you ever previously applied for a position on any County Board/Committee? No

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No

Answering yes does not automatically disqualify you for consideration.

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? Np

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? Yes

If yes, when and describe action. Dog Bite

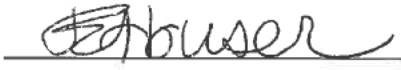
Please state your reasons for applying to this Board/Committee I would like to be a member of the Fine Arts Council as it would allow me tohave a direct impact on the development and support of local artists and cultural initiatives,as well as advocating for the resources and policies that help the arts thrive.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Paula Scott - (813) 727-6079
2. Amy Tucci - (253) 652-4715
3. Thais Iznaga (813) 270-3948

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature 

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: JAN HOUSER

Date of Birth: [redacted]

Other Names Used: JAN (Legal Name) First M.I. STOKER Last

Dates Used (from/to): 1996 - 2015 (FORMER MARRIED NAME)

Home Phone #: [redacted]

Cell Phone #: [redacted]

E-mail Address: [redacted]

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: [redacted]

City, State, Zip : [redacted]

Time at this address: 2 Years 3 Month

Previous Address: [redacted]

City, State, Zip : [redacted]

Time at this address 4 Years Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

J Houser — Applicant's Signature

12/17/25 — Date

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

January 29, 2026

Ms. Jan Houser
[redacted]

Dear Ms. Houser,

I am pleased to advise you that at the Hernando County Board of County Commissioners' meeting held today, the Board appointed you to serve as a regular member on the Hernando County Fine Arts Council, effective until December 31, 2030. Enclosed is your Certificate of Appointment.

Members are subject to Florida's Government in the Sunshine Law, s. 286.011, F.S., commonly referred to as the Sunshine Law. The Sunshine Law provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office.

There are three basic requirements of s. 286.011, F.S.:

(1) meetings of public boards or commissions must be open to the public;
(2) reasonable notice of such meetings must be given; and
(3) minutes of the meetings must be taken and promptly recorded.

For a free digital copy of the Sunshine Manual, please visit www.myfloridalegal.com/sun.nsf/sunmanual. If you ever have any specific questions or concerns, please feel free to contact the Hernando County Attorney's Office at (352) 754-4122.

Should you have any questions regarding your membership on the Fine Arts Council, please contact this office at (352) 754-4002.

On behalf of the Board of County Commissioners, I would like to thank you for your desire to be of service to Hernando County. We appreciate your time and effort.

Sincerely,

Jerry Campbell, Chairman
Board of County Commissioners
Hernando County, Florida

Enclosure

Certificate of Appointment

presented to

Jan Houser

In recognition of your reappointment
to the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 29th day of January 2026

Chairman

Clerk of Circuit Court

HERNANDO COUNTY FINE ARTS COUNCIL

Updated: 09/9/2025

Name	Address	Phone	Appointed	Expires
Pedram Moghaddam-**CHAIR**	14250 Old Crystal River Road Brooksville, FL 34601	813-466-8249 (H) cityart@cityofbrooksville.us	2/8/2022	**12/31/2025**
Nidia Pierre	4265 Braemere Drive Spring Hill, FL 34609	727-479-6318 mrapierressi@gmail.com	12/14/2022	**12/31/2026**
Jerry Diane Greenwell	3267 Flamingo Blvd. Hernando Beach, FL 34607	352-606-3720 dianemgreenwell@gmail.com	3/22/2022	**12/31/2026**
Cheryl Ann Hill	22403 Snow Hill Road Brooksville, FL 34601	352-799-4008(H) 352-584-0429 (M) hillrusk@gmail.com	12/14/2022 5/28/2019	**12/31/2026** 12/31/2022
Sheryl Lisa Hannon-Council	12300 Ascott Lane Spring Hill, FL 34609	727-237-5808 (C) slisahannon@gmail.com	2/28/2023	**12/31/2027**
Ronald Coles	3459 Hanging Moss Loop Spring Hill, FL 34609	207-229-5321 (C) rrclegal@yahoo.com	7/25/2023	**12/31/2027**
Roxanne Campbell	4293 Biscayne Drive Hernando Beach, FL 34607	352-942-3007 loladavinci3@outlook.com	04/23/2024	**12/31/2028**
Joan LoBianco	1481 Fergason Avenue Spring Hill, FL 34609	352-238-6739 jnlobianco@yahoo.com	08/13/2024	**12/31/2028**
Nina Mattei	20 Pine Street Brooksville, FL 34601	352-422-2608 (H) ninamattei@comecast.net	12/17/2024 01/12/2021	**12/31/2028** 12/31/2024
Dakota Horton	1248 Olmes Road Brooksville, FL 34601	615-240-1550 (H) dakotam@usf.edu	6/11/2024	**12/31/2028**

Cynthia Lee Gandy	20133 Suncrest Drive Brooksville, FL 34601	352-238-1327 Amethyst6978@gmail.com	3/11/2025	**12/31/2029**
Deanna Passarelli	26641 Mondon Hill Road Brooksville, FL 34601	203-943-2019 deannapassarelli@gmail.com	9/9/2025	**12/31/2029**
VACANT				
VACANT				
Past Members				
Isaiah Haddon	10298 Hemlock Street Spring Hill, FL 34608	352-301-2979 haddonisaiah@gmail.com	3/22/2022	**12/31/2026** **Resigned 8/26/2025**
Maxine Winer	1142 West Jefferson Street Brooksville, FL 34601	516-509-3271 (C) rustivejadeartcollective@gmail.com	10/11/2022	**12/31/2025** **Resigned 4/30/2025**
Allisa Babor	5178 Culbreath Road Brooksville, FL 34601	352-232-5845 (C) allisa@rootscreative.com	12/14/2022 5/28/2019	**12/31/2026** 12/31/2022 **Resigned 02/13/2025**
Samuel C. Freeman	9108 Vicksburg Road Spring Hill, FL 34608	352-232-1683 Dreachris2@gmail.com	12/31/2018 2/25/2014	**12/31/2022** 12/31/2018
Marla Sticka	4618 Golf Club Lane Spring Hill, FL 34609	727-710-6827 (C) marlajsticka@gmail.com	8/22/2023	**12/31/2027** **Resigned 08/02/2024**

Alison Papantoniou	812 Buena Vista Avenue Brooksville, FL 34601	703-638-4316 (C) alisonkpapa@gmail.com	10/11/2022	**12/31/2025** **Resigned 1/18/24**
John David Hanna	8436 Moonlight Avenue Brooksville, FL 34613	352-340-7532 (C) johndavidhanna@line.com	8/22/2023	**12/31/2027** **Resigned 7/2/2024**
Judy Polatschek	4529 Flounder Drive Hernando Beach, FL 34607	352-596-3347 jpolatschek@gmail.com	12/14/2022	**12/31/2026** **Resigned 10/7/23**
Autum Proctor	10200 W Fishbowl Drive Homosassa, FL 34448 **Updated Address on 7/22/24**	603-560-5003 travelingparties@gmail.com	12/14/2022	**12/31/2026** **Resigned 3/4/24**
Linda Allen	4992 Championship Cup Lane Spring Hill, FL 34609	352-796-1414 Lindaallen618@tampabay.rr.com	12/14/2022	**12/31/2026** **Resigned 6/30/23**
Mary E. “Beth” Putnam	6 Crosby Street Brooksville, FL 34601	352-573-8208(C) Bethputnam61@gmail.com	12/15/2020 6/28/2016	**12/31/2024** 12/31/2020 **Resigned 4/22/23**
Michael Dolan	5373 Cappleman Loop Brooksville, FL 34601	360-359-0568(C) mjdolanski@gmail.com	12/15/2020	**12/31/2024** **Resigned 5/12/23**
Teresa Robinson	5027 Tiburon Avenue Spring Hill, FL 34608	970-250-1991 (C) 352-600-4242 (H) Stormwavemedia@gmail.com	6/25/2019	**12/31/2022**
Kure Christina Walters	19376 Fort Dade Avenue Brooksville, FL 34601	kure82@hotmail.com 352-390-6290	5/28/2019	**12/31/2022** **Resigned 11/5/22**

Cristina Stenstrom	2266 Hillandale Ave. Spring Hill, FL 34609	352-293-5421 (H)	**5/10/2022**	**12/31/2025** **Resigned** **11/3/22**
Paul O. Shaskan	9386 Apple Valley Drive Weeki Wachee, FL 34613	352-597-7435 Poiw@yahoo.com	12/31/2015 8/28/2012	12/31/2020 12/31/2015
Sommer Brocuglio	14250 Old Crystal River Road Brooksville, FL 34601	727-831-9993 1133summerb@gmail.com	3/22/2022	**12/31/2026** **Resigned** **7/28/2022**
Martha Ziemski	3224 Hibiscus Drive Hernando Beach, FL 34607	501-425-5301 (H) diwizi@gmail.com	5/11/2021	**12/31/2025** **Resigned** **7/30/2022**
Jessica Knutila	11220 Homeway Street Spring Hill, FL 34609	352-442-7390 (H)	01/12/2021	**12/31/2024** **Resigned** **7/28/2022**
Barbara Blavatt	4554 Secretariat Run Spring Hill, FL 34609	352-345-8315(H) 859-512-5370(B) barbblavatt@gmail.com	12/15/2020 11/15/2016	**12/31/2024** 12/31/2020 **Resigned** **3/25/22**
Sandra M. Brown	8020 Victoria Way Weeki Wachee, FL 34613	310-941-1534 (C) Brownsm10@gmail.com	11/27/2018	12/31/2022 **Resigned** **12/31/2021**
Diane Fournier	3596 Gulf Coast Drive Hernando Beach, FL 34607	352-263-0218 malonedee@aol.com	12/14/2021	12/31/2026 **Resigned** **12/29/21**
Jody Tadlock	172 Lark Avenue Brooksville, FL 34601	352-942-7827(C) eh-p@hotmail.com	12/15/2020	12/31/2024 **Resigned** **1/7/2021**

Michael Nolen	117 S. Brooksville Avenue Brooksville, FL 34601	303-269-1459 (H) solanocte@aol.com	5/11/2021	12/31/2025 **Resigned 11/5/2021**
William Davie Yerrick	9370 Burnam Drive Weeki Wachee, FL 34613	352-596-9323 (H) Billyd11844@tampabay.rr.com	2/28/2017 1/22/2013	12/31/2021 12/31/2016
David R. Latscha	PO Box 3773 Spring Hill, FL 34611	352-210-9176 813-955-2340 (B)	12/10/2018	12/31/2022 **Resigned 8/4/2021**
Tina Jarvis	5373 Cappleman Loop Brooksville, FL 34601	360-888-7951 jarvisti@gmail.com	11/15/2016	12/31/2020
Peggy Pope	27038 Redfox Drive Brooksville, FL 34602	813-380-1424 Pblack5594@aol.com	11/15/2016	12/31/2020
Michael M. Goldman	P.O. Box 6715 Spring Hill, FL 34611	352-556-3350 (H) 352-238-8524 (C) Mgoldman20@tampabay.rr.com	2/28/2012	**9/25/2012 (resigned)** 12/31/2015
Anne Buckingham	33449 Ohio Avenue Ridge Manor, FL 33523	352-583-2441	4/12/2011	**10/11/2012 (resigned)** 12/31/2013
Deborah Lynn Dollar	10335 Rain Forest Road Brooksville, FL 34601	352-799-7294 (H) SPBE3@aol.com	7/10/2012	**2/25/2014 (resigned)** 12/31/2015
Kimberly S. Bryant	34760 Orchid Parkway Ridge Manor, FL 33523	352-583-0102 (H) 352-799-6974 (w) kimbryant@tampabay.rr.com	8/28/2012	**2/25/2014 (resigned)** 12/31/2015

Lili E. Southerland	942 Village Drive Brooksville, FL 34601	352-796-3043 (H) 352-346-4286 (C) lilisoutherland@att.net	1/14/2014 10/9/2012	10/10/2014 (resigned) 12/31/2017 12/31/2013
Denzil Southerland (Daughter)	942 Village Drive Brooksville, FL 34601	southilldenzil@aol.com	(Non-appointed position) PAID	9/30/2014 (resigned)
Steven W. Johnson	764 Winthrop Drive Spring Hill, FL 34609	727-207-6067 (H) 308-340-4139 (W) Steven.johnson@westernalum.org	1/22/2013	12/31/2016 (declined appt.)
Mary Rightmyer	4395 Larkenheath Dr. Spring Hill, FL 34609	352-556-3575 mozartnmary@aol.com	1/14/2014 7/23/2013	12/31/2017 12/31/2013
Susan Marie Jurkiewicz	9118 Alexandria Dr. Weeki Wachee, FL 34613	352-597-6640 slakehuron@gmail.com	7/23/2013	9/11/2014 (resigned) 12/31/2014
Samuel A. Wagoner	21042 Dandy Rd. Brooksville, FL 34601	352-584-8647 (H) 352-540-6786 (B) w_sam_m@yahoo.com	8/27/2013	(resigned) 12/31/2014
Michael A. Nolen	4599 Copper Hill Dr. Spring Hill, FL 34609	352-293-4020 (H) 303 269 1459 (C) solanocte@aol.com	8/27/2013	7/21/2014 (resigned) 12/31/2015
Jeanette Conde Lewis	4014 Seadragon Bluff Spring Hill, FL 34609	352-263-4149 352-797-7095 Ext. 288 Jclewis0318@gmail.com	2/25/2014	9/8/2014 (resigned) 12/31/2018
Emilio “Sonny” De Vergara	5075 White Road Brooksville, FL 34602	352-797-7481 (H) 352-279-0729 (C)	2/25/2014	6/6/2018 (resigned) 12/31/2018
Michael Nicholson	7298 Sherman Hills Blvd. Brooksville, FL 34602	352-428-9135 352-797-7015 Michaelsonart@hotmail.com	5/13/2014	7/4/2014 (resigned) 12/31/2018

Jessi Poole	5154 Valley View Drive Brooksville, FL 34601	352-340-9233 352-354-4360 Xbored22@yahoo.com	8/12/2014	9/8/2015 (removed) (lack of attendance) 12/31/2018
Lisa Callea	2367 Old Oak Trail Brooksville, FL 34604	352-428-9275 lmcallea@yahoo.com	10/28/2014	10/10/2016 (resigned) 12/31/2018
Elizabeth Love	11857 Wexford Boulevard Spring Hill, FL 34609	352-796-6801 Love-betty@hotmail.com	1/27/2015	9/10/2015 (resigned) 12/31/2019
Judy Ann Polatschek Palais	4529 Flounder Drive Hernando Beach, FL 34607	352-596-3347 jpolatschek@gmail.com	9/8/2015	3/1/2016 (resigned) 12/31/2019
Donna Mackey	13183 Hazel Crest Street Spring Hill, FL 34609	352-587-6950 (H) 352-238-5117 (C) Donna.mackey@yahoo.com	5/10/2016	(resigned) 12/31/2020
Victoria Lynn Roush	9556 Horizon Drive Spring Hill, FL 34608	305-766-3706 (C) Vicki.roush@gmail.com	5/10/2016	7/5/2018 (resigned) 12/31/2020
Robert Koetter	12491 Lombardy Street Spring Hill, FL 34608	352-606-2665 Rkoetter53@gmail.com	2/28/2017	8/8/2017 (resigned) 12/31/2021
Marcia A. Hood	27291 Old Trilby Road Brooksville, FL 34602	352-796-2795 Yellowrosebeta66@gmail.com	5/9/2017	11/27/2018 (resigned) 12/31/2021
Mr. Joseph Kruse	3449 Cyclone Drive Pine Island, FL 34607 Mailing Address: P.O. Box 209 6252 Commercial Way Weeki Wachee, Florida 34613	352-597-8442 Josephkruse997@gmail.com	5/9/2017	6/15/2018 (resigned) 12/31/2021
Andrea Freeman	9108 Vicksburg Road Spring Hill, FL 34608	352-232-1683 Dreachris2@gmail.com	2/25/2014	12/31/2018 (expired) 12/31/2018

Roger Carlton Sherman Deceased February 2019	3400 Station Boulevard Brooksville, FL 34604	352-799-2627 (H) 813-404-0489 (C) castlemore@aol.com	3/10/2015 1/14/2014 9/13/2011	12/31/2019 4/1/2014 (resigned) 12/31/2017 12/31/2013
John H. Cornell, Jr.	11147 Heathrow Ave. Spring Hill, FL 34609	jcornell1@tampabay.rr.com 352-277-1873	5/28/2019	12/31/2022 3/30/2020 (resigned)
Tanya Star Myers	9384 Long Island Road Brooksville, FL 34613	352-584-2856 justbville@yahoo.com	5/28/2019	12/31/2022 12/15/2020 (removed – lack of attendance)

14 Current Active Members (15 Total Authorized)
DOES NOT file Financial Disclosure
4-year terms in addition to filling expired terms
Commissioner Ryan Amsler is the Commission's Ex Officio member

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/2026
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16919
Legal Request Number:
Bid/Contract Number:

TITLE
Update Regarding Ongoing Board Directives

BRIEF OVERVIEW
County Administrator Jeff Rogers will review the attached list of BOCC ongoing directives for the Boards information.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Heidi Prouse	Approved	01/22/2026 9:13 AM
Toni Brady	Approved	01/22/2026 2:28 PM
Jeffrey Rogers	Approved	01/23/2026 10:57 AM
Colleen Conko	Approved	01/23/2026 10:58 AM

ONGOING BOCC DIRECTIVES

PRIORITY	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
1	6/14/2022	South Brooksville Community Redevelopment Agency	Veda Ramirez	3/10/2026	Finding of Necessity completed. Steering Committee for Community Redevelopment Area (CRA) established. CRA plan being created.
2	12/13/2022	Buffer Requirements	Omar DePablo	TBD	Staff to create Buffer Design Guidelines to be referenced in the Code, including ensuring majestic trees are protected and buffer to be started early in construction. Consultant and staff have created a draft and are finalizing for BOCC review.
3	12/13/2022	Ordinance on Required Plantings	Omar DePablo	TBD	Staff to review the code, ensuring majestic trees are protected. Draft language created. Consultant and staff have created draft and finalizing for BOCC review.
4	6/22/2021	Tiny Homes / Accessorily Dwelling Unit / Secondary Buildings for Larger Lots	Omar DePablo	TBD	Draft policy presented to BOCC. Removing Shed permits and for all structures under 120 square feet.
5	12/13/2022	Subdivision Layouts	Omar DePablo	TBD	Staff to review the code to determine sufficient and combination of lots sizes, garages, and parking within subdivisions. Staff has begun to meet with developers as projects are submitted. Staff has begun to implement, through the Planned Development Project (PDP) process, subdivision standards in anticipation to Code Ordinance change.
6	8/23/2022	Homeless Resources and Projects	Veda Ramirez	Ongoing	Monthly meetings with community partners to address homeless needs, training, funding, initiatives ongoing. Updated Resource Card. Tenant-Based Rental assistance for Homeless.
7	12/13/2022	Architectural Design Requirements	Omar DePablo	TBD	Staff to review the code to determine architectural standards as it relates to commercial developments, if necessary. Staff has begun to implement through the PDP process. Consultant drafting language.
8	8/23/2022	Twin Lakes Historic Designation	Veda Ramirez / Omar DePablo	Fall 2026	Direction signs completed for Twin Lake Cemetery and area. Twin Lake historic designation to be addressed in the Comprehensive Plan during the Planning Evaluation and Appraisal report.
9	6/23/2020	Addition of Statue Memorializing Local African American Significance	Jeff Rogers	TBD	The Community has formed a committee; awaiting a decision from the Community on the addition of a statue.

10	12/17/2024	Sidewalk Policy	Scott Herring	2/3/2026	Review of Policy to consider removal of requiring sidewalk on FDOT roads, and not requiring sidewalks to be built in Rural areas of the County. A policy has been written and is being scheduled for a First Public Hearing.
11	5/27/2025	Ridge Manor Dam Access	Scott Herring	TBD	Right of Entry in property for dam. Right of Entry created, working on having approval with property owner. Met with dam operators. Working on an agreement to have the County maintain.
12	5/13/2025	Chicken Ordinance	Omar DePablo	2/3/2026	BOCC provided direction on policy. Allow Chickens based on residential lot size. Scheduled for First Public Hearing.
13	12/16/2025	Waterways Advisory Committee	Jon Jouben	TBD	Ordinance to dissolve the Waterways Advisory Committee.
14	12/16/2025	Permit Review	Toni Brady	TBD	Review of all unnecessary permits. List of all permits currently required for BOCC review and consideration, if necessary. Ongoing review. Will have a list of all permits for BOCC review with Fee Schedule in Spring 2026.
15	12/16/2025	Maximum Credit Card Fee	Jon Jouben	TBD	Research options for BOCC to set maximum a credit card fee allowed to charge.